

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-07-2025 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-07-2025 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Earth Sciences
विभाग का नाम/Department Name	India Meteorological Department (imd)
संगठन का नाम/Organisation Name	Metnet : An E-governance Intra-imd Portal New Delhi
कार्यालय का नाम/Office Name	Mausam Bhawan New Delhi
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Tri Colour Balloons
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	tri colour balloons of 20 gram each with 8cm neck circumference
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">Meteorological Balloons
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	3 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	32 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Years Of Experience	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
विगत प्रदर्शन /Past Performance	40 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	24581

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

DDO

Mausam Bhawan New Delhi, India Meteorological Department (IMD), New Delhi, Ministry of Earth Sciences (Ddo, Dgm, Imd New Delhi)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference

Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference

Yes

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
5. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or

similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

6. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

7. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

8. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Tri Colour Balloons (1 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Amul Batra	110003,India Meteorological department, Mausam Bhawan, Lodhi Road	1	15

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The quantity mentioned Para No 4 of RFP. RFP quantity may be ignored. Hence actual quantity of balloons required is treated as 12080 nos as per breakup

White colour balloons (20 gm) 4000nos ; Green Colour Balloons (20gm) 4000 nos ; Saffron (20gm) Balloons 4000 Nos ; White (350gm) Ballons 80 Nos . total 12080 Blloons

Delivery Schedule as mentioned in Para No 9 of Approved RFP may kindly be amended as 1st Aug 2025 to 5th August 2025.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में

भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

To

Meteorologist-B
UAID (Workshop)
Lodhi Road, New Delhi-3

Subject: RFP document for procurement of Tri-Colour-Balloon for IDC-2023 and RDC-2024-
regarding

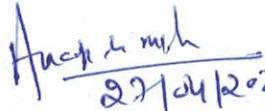
The competent authority has constituted RFP committee vide officer order No. UAID/WS-301(RDC)/2022-Part(1)-E-9025 dated 24.04.2023 for the procurement of Tri-Colour Balloons for IDC-2023 and RDC-2024 comprising of the following members

1. Shri Amul Batra, Scientist-E, UAID - Chairman
2. Shri Anoop Kumar Mishra, Scientist-C, CAMD - Member
3. Shri Kapil Chamoli, Meteorologist-A, UAID - Member Secretary

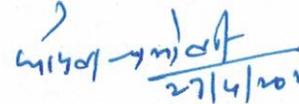
The Committee has met on several occasions to discuss and finalize the RFP document the same is submitted for further necessary action.


27/04/2023

(Amul Batra)
Scientist-E
(Chairman)


27/04/2023

(Anoop Kumar Mishra)
Scientist-C
(Member)


27/04/2023

(Kapil Chamoli)
Meteorologist-A
(Member-Secretary)



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

REQUEST FOR PROPOSAL (RFP)
FOR
PROCUREMENT OF
TRI-COLOR-BALLOONS
FOR BALLOON RELEASE PROGRAMME ON
INDEPENDENCE DAY-2023 AND REPUBLIC DAY
CELEBRATION - 2024

27/4/2023

27/4/2023

28/4/2023

RFP FOR TRI - COLOUR BALLOONS (20 GMS) and 350 gms (only white) REQUIRED FOR BALLOON RELEASE PROGRAM ON INDEPENDENCE DAY -2023 and REPUBLIC DAY CELEBRATION-2024

1. General Requirements

These ceremonial balloons are required for balloon release program on Independence Day-2023 and Republic Day-2024.

2. Material & workmanship

(a). The rubber used in the manufacture of balloons shall be finest quality and free from particles 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 weight and balance sheet/ Calculations in the environmental conditions of Delhi in the month of July & January.

(c). The colour of the balloon shall be deep bright 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	48 cm	2.8 ± 0.2	03 Km	36 ± 1 cm
White	350 ± 50	120 ± 20	15 ± 2	310 cm	15.5 ± 0.5	25 Kms	146 ± 5 cm

Handwritten signature
27/4/2023

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27/4/2023

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27/4/2023

4. Quantity 1)

White coloured balloons	20gm :	5000 Nos.
Green coloured balloons	20gm :	5000 Nos.
Saffron coloured balloons	20gm :	5000 Nos.

2) White coloured balloons 350 gms : 125 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

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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

15000 Nos. (5000 Nos. White, 5000 Nos. Green & 5000 Nos. Saffron) Tri-colour balloons and 125 Nos (350 gms) white colour balloons should be supplied between 1st July-15 July,2023.

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.

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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.

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- 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.

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Annexure-IV
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- c) Successful Bidder, shall furnish performance security to IMD for an amount equal to ten percent (10%) 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 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.

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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.

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- 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:

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

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

- 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.
- 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.
- Penalty/Liquidated damages shall be calculated on the total purchase/contract price including the element of taxes etc., mentioned in the price bids.
- 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.
- L/D shall not be imposed under force majeure conditions.
- Once the maximum is reached purchaser may also consider following:

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- 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 followings 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.

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27/04/2023

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- 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.

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?		

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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)

Alpaka
27/04/2023

Arun Kumar
27/04/2023

Chitendra Kumar
27/4/2023

Annexure-II

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

Signature
27/04/2023

Signature
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Signature
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Note*:

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

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UAID/WS-301(RDC)
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Annexure - III

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

Signature
 27/04/2023

Account & name
 27/04/2023
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Signature
 27/4/2023

Annexure - IV

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 contractor 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

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Annexure-V

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.

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Handwritten signature and date: 27/04/2023

Handwritten signature and date: 27/4/2023