

INDIAN INSTITUTE OF TROPICAL METEOROLOGY, PASHAN, PUNE
(An Autonomous Body under the Ministry of Earth Sciences, Govt. of India)

GLOBAL TENDER NOTICE

Tender No.: IITM/CAIPEEX/001/2013

Director, Indian Institute of Tropical Meteorology, Dr.Homi Bhabha Road, Pashan, Pune- 411 008 (India) invites sealed tenders (Part-I – Technical Bid, Part-II – Commercial Bid) in separate sealed covers from well experienced crew owners / reputed firms / authorized accredited dealers with sound technical and financial capabilities to provide aviation support for **Hiring of one research aircraft without instruments for cloud physics and aerosol measurements for CAIPEEX Phase-III Experiment for 3 years (2014-2016). Initial contract will be for one year and there is possible extension on satisfactory performance.**

Tender documents with specifications can be obtained from Purchase and Stores Section of the Institute.

Last date of receipt of Tender at IITM, Pune : **30 August 2013 at 12:00 hrs.**

Opening of Tenders (Technical Bids only) : **30 August 2013 at 15:00 hrs.**

The Institute reserves the right to reject any or all tenders without assigning any reason thereof. For further details please visit our Website: http://www.tropmet.res.in/view_tenders.php or CPP Portal: www.eprocure.gov.in.

Scientific Officer, Grade-I, for Director
Email: vipin@tropmet.res.in

INDIAN INSTITUTE OF TROPICAL METEOROLOGY (IITM)

(An Autonomous Research Institute under the Ministry of Earth Sciences (MoES), Govt. of India)
Dr. HOMI BHABHA ROAD, PASHAN, PUNE-411 008, INDIA

TENDER NOTICE

Advt. No. IITM/CAIPEEX/001/2013

Sealed Tenders are invited (under TWO BID SYSTEM, i.e., separate Technical Bid and Commercial Bid) from reputed Indian/foreign manufacturers/ authorized distributors/ authorized dealers OR their authorized Indian operators for the “supply, commissioning and demonstration” of Stores mentioned below: -

Tender Reference No	Brief Description of Stores	EMD (Either in Rs. or US\$)		Cost of tender fee (Either in Rs. Or US\$)	
		In Rs.	In US\$	In Rs.	In US\$
IITM/CAIPEEX/001/2013	Pressurized research aircraft without instruments and with necessary modifications	28.00 lacs	47000	10000	200

Last Date for Receipt of Tender Bid : 30 Aug 2013 up to 1200 Hrs.

Date of Opening of Technical Bids of Tender : 30 Aug 2013 at 1500 Hrs

For details, please visit our website http://www.tropmet.res.in/view_tenders.php.

Tender documents can be either obtained from the Scientific Officer Gr-I, IITM, or may be downloaded from our website. IITM will not be responsible for postal or any other delay and reserves the right to reject any or all the tenders without assigning any reasons.

Tender Document

For Competitive Bidding for the Supply, Installation and Demonstration of Following Stores/Goods/Equipment

Item No.	Tender Reference No	Brief Description of Stores/Goods/Equipment
01	IITM/CAIPEEX/001/2013	Pressurized aircraft without instruments - 1 No.

INDIAN INSTITUTE OF TROPICAL METEOROLOGY (IITM)

(An Autonomous Research Institute under the Ministry of Earth Sciences (MoES),
Govt. of India)

Dr. HOMI BHABHA ROAD, PASHAN, PUNE-411 008, INDIA

Tel No.+91-20-25904200

Fax: +91-20-25865142

Website – <http://www.tropmet.res.in>

TENDER DOCUMENT

SECTION INDEX

SL.NO	PARTICULARS	PAGE NO
1	SECTION I: DEFINITIONS	5
2.	SECTION II: INVITATION FOR BIDS & INSTRUCTIONS TO BIDDERS (IBIB)	6
3.	SECTION III: SPECIAL TERMS AND CONDITIONS (STC)	18
4.	SECTION IV: GENERAL TERMS AND CONDITIONS (GTC)	21
5.	SECTION V: TECHNICAL SPECIFICATIONS	30
6.	SECTION VI: BID FORM AND PRICE SCHEDULE	36
7.	SECTION VII: FORM FOR DETAILS ABOUT TENDERER	38
8.	SECTION VIII: PROFORMA FOR BANK GUARANTEE PERFORMANCE BOND	41
9.	SECTION IX: BID SECURITY FORM	45
10.	SECTION X: PROFORMA OF INTEGRITY PACT	46

SECTION-I: DEFINITIONS

In this document, the following terms shall be interpreted as indicated:

- i. IITM means Indian Institute of Tropical Meteorology, Pune.
- ii. "The Tenderer or the Bidder" means the individual or firm submitting a tender or bid for purchase of the Goods and Services by IITM against a tender notice.
- iii. "The Purchaser(s) or Client(s) or Consignee" means the organization purchasing the Goods / services (i.e., IITM).
- iv. "The Bidder" or "The Vendor" means the individual or firm supplying the Goods and Services under this Contract.
- v. "The Contract" means the agreement entered into between the Purchaser and the Bidder, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- vi. "The Contract Price" means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations.
- vii. "The Goods" means all the hardware / equipment, machinery and /or other materials which the Bidder is required to supply to the Purchaser under the Contract.
- viii. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Bidder covered under the Contract.
- ix. "IBIB" means Invitation for Bids and Instructions to Bidders.
- x. "GTC" means the General Terms and Conditions of Contract contained in this section.
- xi. "STC" means the Special Terms and Conditions of Contract.
- xii. "The Client's Country" is the country named in STC.
- xiii. "Day" means a working day.
- xiv. "NSOP" means Non Scheduled Operator Permit.

SECTION-II: INVITATION FOR BIDS & INSTRUCTION TO BIDDERS (IBIB)

1. Indian Institute of Tropical Meteorology, Pune invites sealed tenders from eligible Indian/Foreign Original Equipment Manufacturers or their authorized distributors, dealers or Indian Agent for demonstration, supply, installation and commissioning of stores/goods/equipments listed in Section V of this document.
2. Interested eligible Bidders may either

Obtain the Tender Document on submission of a written application along with the tender document fee as indicated against the equipment in Indian rupees or equivalent by demand draft in favour of "Director , IITM Pune" payable at Pune, from

**Scientific Officer, Grade-I,
Indian Institute of Tropical Meteorology
Dr. HOMI BHABHA ROAD, Pune-411 008**

Or

download the Tender Document from our website http://www.tropmet.res.in/view_tenders.php. Those who are downloading the tender documents from the website have to deposit the tender document fee while tender submission. Research Institutes funded primarily by federal and/or national government are exempt from payment of tender fee.

3. A bidder may bid for any one or more of the items/stores/goods/equipments mentioned in Section V. A separate bid needs to be submitted for each item/store/goods/equipment as per norms given below.
4. Two bid system will be adopted for this tender;

In this system, tenderers must submit their offer in two separate sealed envelopes as mentioned below:

Envelope No. 1: Called "Technical Bid " shall contain (to be submitted in duplicate):

- a. Earnest Money Deposit (EMD) as given in IBIB Clause 12 or necessary exemption certificate if manufacturer is covered under SSI or equivalent exemption. In case the manufacturer is not covered under exemption certificate and the bid is tendered by his authorized agent the earnest money deposit will have to be paid irrespective of the fact that tenderer is an SSI unit.
- b. Form of Details about Tenderer (Section VII) along with the following documents.

- i. A certified Xerox copy of Partnership deed / memorandum of articles and associations.
 - ii. Copy of Non Scheduled Operator Permit (NSOP) issued by competent authority
 - iii. Power of attorney, if required
 - iv. Certified copy of valid latest Income Tax clearance certificate, if applicable
 - v. Details of service centers, international offices, point of presence, including registration details, if any.
 - vi. List of service stations / Customer support stations in India, with detailed address and phone numbers and contact person through whom services will be provided (if required)
 - vii. Documents of previous Experience of Bidder's Eligibility, Purchase order & Completion certificate of end users.
 - viii. Detailed information regarding previous experience of supply and installation of the similar equipment/systems to any Government Organization and list of the clients
 - ix. A copy of the Agency agreement of Indian agent with the Foreign Bidder, if applicable.
- c. Technical Compliance for all Clauses in Technical Specifications as given in Section V.
 - d. Confirmation letter that the financial bid covers all the items of the tender document.
 - e. Guarantee Bond for Performance as given in Section VIII.
 - f. Bid Security Form as given in Section IX.
 - g. Any other related documents.

All Documents in the Technical Bid should be submitted in the above sequence with Index Page and Page numbers, duly signed.

Envelope No. 2 : Called "Commercial Bid " shall contain:

- i) Duly filled prescribed Bid Form and Price Schedule (Section VI) with proper seal and signature of authorized person on each paper of tender
- ii) Item-wise unit cost as well as total cost for total requirement should be quoted in clean and neat manner in figure as well as words. Any correction is to be authenticated.

iii) Price bid should contain price details as per Section VI.

Both the technical and commercial envelopes should be sealed separately and clearly indicate “**Envelope No. 1 - Technical Bid**” and “**Envelope No. 2 - Commercial Bid**”. Both the sealed envelopes should be kept in a third larger envelope and addressed to the

**Director,
Indian Institute of Tropical Meteorology,
Dr. Homi Bhabha Road,
Pune-411 008.**

Please write the tender reference number on each envelope and seal all the envelopes as per IBIB Clause 15.

If it is found that the tenderer does not submit any of the above documents or if it is found that the price quoted is submitted with technical bid, the tender will be rejected.

IMPORTANT DATES

Last Date for Receipt of Tender Bid : 30 Aug 2013 up to 1200 Hrs.

Date of Opening of Technical Bids of Tender: 30 Aug 2013 at 1500 Hrs.

The envelope No. 1 containing Technical Bid will be opened at **1500 Hrs on 30 August 2013 at IITM** in the presence of the nominated committee of IITM, in the presence of the participant bidders or their authorized representatives. Any change in this will be duly communicated to the bidders.

5. Eligible Bidders

- 5.1 This invitation for Bids is open to Indian/Foreign Original Equipment Manufacturing companies or their authorized distributors/dealers or Indian Agents who are to supply the equipment and provide warranty on behalf of respective original equipment manufacturers and who have their sales and support office(s) in India.
- 5.2 The bidder should be preferably ISO Certified or equivalent.
- 5.3 Government-owned enterprises bidding jointly with private bidders will not be entitled for benefits of Government-owned enterprise.
- 5.4 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by IITM in accordance with IBIB Clause 27.
- 5.5 Necessary certification from FAA for the aircraft.
- 5.6 The bidder should qualify for the Nonscheduled Operations Permit (NSOP) as per mandatory requirements set by DGCA (CIVIL AVIATION REQUIREMENT, SECTION 3 AIR TRANSPORT, SERIES 'C' PART III, ISSUE II, 1st JUNE 2010, File No.: AV.14027/02/2002-AT.1, Rev. 3, 31st May 2011) and obtain NSOP at the time of agreement. Bidder may provide all documents relating to NSOP at the time of agreement.

- 5.7 The bidder has to provide all required documents and the necessary help in obtaining the MoU and other permissions. If the bidder fails to provide necessary documents in time, EMD of the bidder will be forfeited
- 5.8 Initial contract will be for one year and possible extension for 2 more years on same terms and conditions. IITM reserves the rights to extend the contract for next two years based on the satisfactory performance in preceding year. The decision of Director, IITM will be final and binding to the supplier.

6. Eligible Goods and Services

- 6.1 The country of origin of goods and services is distinct from the nationality of the Bidder.

7. Cost of Bidding

- 7.1 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and IITM will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

8. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may notify

**Director,
Indian Institute of Tropical Meteorology
Dr. HOMI BHABHA ROAD, PASHAN, PUNE-411 008, INDIA
Tel No.+91-20-2590 4200
Fax: +91-20-2586 5142
Email : vipin@tropmet.res.in**

in writing at the address indicated above. IITM will respond in writing to any request for the clarification of any bidding documents which it receives 10 days prior to deadline for submission of bids.

B. PREPARATION OF BIDS

9. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and IITM shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the English translation shall govern.

10. Bid Form

The Bidder shall complete the Bid Form (Section VI) and the appropriate Price Schedule furnished in the documents indicating the goods to be supplied and services to be offered, a brief description of the goods and services, their country of origin, quantity and price.

11. Documents establishing Good's Eligibility and Conformity to Bidding Documents.

11.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.

11.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the price schedule on the country of origin of goods and services offered with a certificate of origin shall confirm at the time of shipment.

11.3 The documentary evidence of conformity of goods and services to the bidding documents may be in the form of literature, drawing and data, and shall consist of:

- a) A detailed description of the essential technical and performance characteristics of the goods;
- b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipments for the period of contract following the commencement of the use of the equipments by IITM, and
- c) An item-by-item commentary on IITM's Technical Specification demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- d) Bidder should furnish details of the complete details of all the configurations of the equipment offered along with Model and Modules of the product offered.
- e) Bidder should give Bill of material in technical bid without commercial details.

11.4 For purposes of the commentary, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by IITM in its Technical Specifications are intended to be descriptive only and not restrictive.

12. Earnest Money Deposit (EMD)

12.1 EMD or Bid Security for each item in Indian Rupees or in US\$ (in case of foreign Bidders with no Indian agent) as per the Table below should be deposited by the tenderer, in any one of the following forms, along with the Technical bid:-

12.1.1 Pay Order or Demand Draft in favour of Director, IITM

- 12.1.2 Bank Guarantee in the prescribed format given in section IX, from an Indian Nationalised Bank in favour of Director, IITM irrevocable and operative till the expiry of ninety days after the validity of offer.
- 12.1.3 EMD in case of a Foreign Bidder should be furnished by its Indian agent in any of the forms of IBIB Clauses 12.1.1 to 12.1.2. In case the Foreign Bidder does not have an Indian agent, EMD may be paid either through Bank Guarantee issued by the foreign branches of Indian nationalized bank or Bank Draft in US\$ in favour of Director , IITM payable at Pune.
- 12.1.4 In case the vendor/Bidder/contractor would like to submit EMD by Bank Guarantee(BG), then the original BG shall be routed through the banker to IITM directly by registered post with acknowledgement due. In case the BG is handed over to the vendor/Bidder/contractor by the bank for any genuine reasons, the BG issuing branch shall immediately send an unstamped duplicate copy of the BG directly to IITM by registered post with acknowledgement due with the covering letter to verify the BG issued by us and confirm that it is in order. The vendor/Bidder/contractor shall comply this provision meticulously.
- 12.2 The EMD shall be put in a separate envelope superscribing tender reference no. as such on it and put in the envelope containing technical bid as described in IBIB Clause 4. In the absence of EMD the Bid will not be considered. Research institutes fully funded by Govt. are exempted from payment of EMD.
- 12.3 The EMD furnished by all unsuccessful tenderers should be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of performance security from it as called for in the contract.
- 12.4 The EMD shall also be forfeited:
- 12.4.1 if a Bidder withdraws its bid or increases rates during the period of Bid validity specified by the Bidder on the Bid Form ;
- 12.4.2 or in case of a successful Bidder, if the Bidder fails:
- a) to accept the Purchase Order as per IBIB Clause 25 or refusal to execute the tender after it has been awarded or obligations under the same are not fulfilled; or
 - b) to furnish the performance security deposit in accordance with IBIB Clause 26.
 - c) For whatever reasons, the operations could not be carried out due to any unforeseen circumstances

13. Period of Validity Bids

- 13.1 Bids shall be valid for 180 days after the date of bid opening prescribed by IITM. A Bid valid for a shorter period shall be rejected by IITM as non-responsive.
- 13.2 In exceptional circumstances, IITM may solicit the Bidder's consent to extend the period of validity of the Bid. The request and the responses thereto shall be made in writing. The Bid Security period, shall also be suitably extended. A Bidder may refuse the request by forfeiting its EMD. A Bidder granting the request will not be permitted to modify its bid.
- 13.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

14. Format and Signing of Bid

- 14.1 Both the Bid envelopes and their contents shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. Written power-of-attorney accompanying the Bid shall support the latter authorization. The person or **persons signing the Bid shall initial all pages of the Bid**, except for un-amended printed literature.
- 14.2 Any interlineations, corrections, erasures or overwriting shall be valid only if the person or persons signing the Bid sign them.

C. SUBMISSION OF BIDS

15. Sealing and Marking of Bids

- 15.1 The inner envelope shall also indicate the name and address of the Bidder to be returned unopened in case it is declared "late".
- 15.2 If the outer envelope is not sealed and marked as specified, IITM will assume no responsibility for the Bid's misplacement or premature opening.
- 15.3 Telex, cable, e-mail or facsimile bids will not be considered.
- 15.4 The Tenderers who desire to submit the tender in person shall drop the tender in the Tender Box kept in the Purchase & Stores Unit before the scheduled time.

16. Deadline for Submission of Bids

- 16.1 **Bids must be received by IITM at its address mentioned above not later than 1200 hrs on 30 Aug 2013.** Bids may be sent through courier/speed post or dropped in the Tender Box. In the event of the specified date for the submission of Bids being declared as a holiday for IITM, the bids will be received up to the appointed time on the next working day.
- 16.2 IITM may, at its discretion, extend this deadline for submission of bids by amending the tender document, in which case all rights and obligations IITM and Bidders will thereafter be subject to the deadline

as extended.

17. Late Bids

Any bid inadvertently received by IITM after the deadline for submission of bids prescribed by IITM, will not be considered and returned unopened to the Bidder.

D. BID OPENING AND EVALUATION OF BIDS

18. Opening of Bids by IITM

18.1 **A nominated Committee of IITM will open all Technical Bids, in the presence of Bidder or his representative, who choose to attend, at 1500 Hrs on 30 Aug 2013.**

18.2 The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for IITM, the Bid shall be opened at the appointed time and location on the next working day.

18.3 The Bidder's names, the presence or the absence of requisite EMD and such other details as IITM, at its discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.

18.4 After the rigorous evaluation of the Technical Bid by IITM the qualified tenderers will be short-listed.

18.5 No clarification at the initiative of the bidder, after the technical bids are opened shall be entertained.

18.6 The Commercial Bids will be opened from the Short listed Bidders only at a time and place to be intimated to the Short listed Bidders. The bid prices, discounts and such other details as IITM, at its discretion, may consider appropriate, will be announced at the time of opening of Commercial Bids.

19. Clarification of Bids

During evaluation of bids, IITM, at its discretion, may ask the Bidder for a clarification of its bid. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However No post bid clarification at the initiative of the bidder; shall be entertained.

20. Preliminary Examination

20.1 IITM will examine the technical bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from

dealers, without proper authorization from the manufacturer as per **Section VII**, shall be treated as non-responsive.

- 20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 20.3 IITM may waive any minor formality or non-conformity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder. Prior to the detailed evaluation, IITM will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this Clause, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning EMD (IBIB Clause 12), Guarantee Bond for Performance Security Deposit (GTC Clause 3), Warranty (GTC Clause 14), Applicable law (GTC Clause 21) and Taxes and duties (STC Clause 1.4 & 1.5) will be deemed to be material deviations. IITM's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 20.4 If a Bid is not substantially responsive, it will be rejected by IITM and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. Evaluation and comparison of Bids

IITM will evaluate and compare the bids, which have been determined to be substantially responsive.

In IITM's evaluation of a bid price, such price evaluation shall include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and excise duty on the finished goods, (if Payable) and price of incidental services, the following factors, in the manner and to the extent indicated in the Technical Specifications:

Cost of inland transportation, freight, transit insurance, and other costs within India incidental to the delivery of the goods to their final destination;

22. Delivery schedule offered in the bid;

Deviations in payment schedule from that specified in the General Terms and Conditions of Contract;

The availability in India of spare parts and for the equipment offered in the bid;

23. Contract period

IITM require that the goods/service under the Invitation for Bids shall be delivered by 1st May 2014 to 30th September 2014 and is extendable up to October 2014. The estimated time of arrival of goods at the destination site should be calculated for each bid after allowing for reasonable transportation time. The Bidder will have to pay a penalty to IITM in the form and at the rate mentioned in the GTC Clause No.18. No credit will be given to earlier deliveries. Total duration of the project will be for a minimum of 120 days and 150 flying hours .

24. Deviation in Payment Schedule.

The Special Terms and Conditions of Contract stipulate the payment schedule offered by IITM.

25. Contacting IITM

Any effort by a Bidder to influence IITM in its decision on bid evaluation, bid comparison or contract award shall result in disqualification of the Bidder's Bid and also forfeiture of his EMD amount.

26. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

Director, IITM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IITM's action.

27. Notification of Awards

Prior to the expiration of the period of the bid validity, IITM will notify the successful bidder in writing, to be confirmed in writing by registered letter, that his bid has been accepted unconditionally.

The notification of award will constitute the formation of the Contract at Bidder's cost.

Upon the successful Bidder's furnishing of Performance Security Deposit pursuant to IBIB Clause 26, IITM will promptly notify each unsuccessful Bidder and will discharge its EMD or bid security; pursuant to IBIB Clause 12.

28. Signing of Contract

At the same time as IITM notifies the successful Bidder that its bid has been accepted, IITM will send the bidder the work order, incorporating all the terms and conditions.

Within 10 days of receipt of the work order /Contract, the successful bidder shall sign the contract and return it to IITM along with Performance

Security Deposit as per IBIB Clause 26.

29. Performance Security Deposit

Within 10 days of the receipt of notification of award of contract from IITM, the Bidder shall furnish a Performance Security Deposit equivalent to 5% of the contract value in any one of the forms as given below:

- 29.1 Pay Order or Demand Draft in favour of Director, IITM.
- 29.2 Bank Guarantee from a Nationalised Bank in favour of Director, IITM - irrevocable and operative for the entire period starting from acceptance of the contract ending 60 days after completion of the warranty period.
- 29.3 In case the vendor/Bidder/contractor would like to submit security performance security Deposit by Bank guarantee (BG), then the original BG shall be routed through the banker to IITM directly by registered post with acknowledgement due. In case the BG is handed over to the vendor/Bidder/contractor by the bank for any genuine reasons, the BG issuing branch shall immediately send an unstamped duplicate copy of the BG directly to IITM by registered post with acknowledgement due with the covering letter to verify the BG issued by us and confirm that it is in order. The vendor/Bidder/contractor shall comply this provision meticulously.
- 29.4 In case the Foreign Bidder does not have an Indian agent, Performance Security deposit may be paid either through Bank Guarantee issued by the foreign branches of Indian nationalized bank or Bank Draft in US\$ in favour of Director IITM payable at Pune.
- 29.5 The Performance Security Deposit is required towards fulfillment of the WORK order / Contract obligations. This Security Deposit will be forfeited in case the successful Bidder fails to execute the WORK order/ Contract.
- 29.6 Failure of the successful Bidder to comply with the requirement of the IBIB Clause 27 can constitute sufficient grounds for the annulment of the award in which event IITM may call for new bids.

30. Corrupt or Fraudulent Practices.

IITM requires that the bidders/Bidders/ contractors under this tender, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, IITM:

Defines for the purposes of this provision, the terms set forth as follows:

- a) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of IITM, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at

artificial non-competitive levels and to deprive IITM of the benefits of the free and open competition;

will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

IITM will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

31. Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the interpretation of the Director, IITM shall be final and binding on all parties.

32. In case of any legal dispute the jurisdiction will be Pune only.

SECTION III: SPECIAL TERMS AND CONDITIONS (STC)

1. **FOR INDIAN BIDDERS:**

- 1.1 IITM reserves the right to allow the public enterprises price preference facility as admissible under the existing policy.
- 1.2 IITM shall be under no obligations to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reasons whatsoever.
- 1.3 In case of partnership firm or Joint Hindu concern, the names and full particulars of the partners or the members if the Joint Hindu family owning the concern, the information will have to be submitted on separate sheet along with the Tender. The Tender must be signed:-
 - (i) In the event of being a sole proprietary concern by the sole proprietor or by a constituted attorney duly authorized to enter into and sign agreements on his behalf including agreement to refute disputes arising under or relating to such agreement to arbitration by a power of attorney signed by the proprietor and authenticated by a Notary Public or Magistrate.
 - (ii) In the event of being a partnership firm, by all partners or by a constituted attorney duly authorized to enter into and sign on behalf of the partnership firm including agreements, to refute disputes arising under or relating to such agreements or arbitration by a power of attorney executed under the firm's common seal and authenticated by a Notary Public or a Magistrate.
 - (iii) In the event of being a Hindu Joint Family concern, by the Kartas of the Joint family

1.4 **CENTRAL SALES TAX/ Value Added Tax (VAT):**

- 1.4.1 Service tax, if applicable will be reimbursed at the prevailing rate on the production of original receipt of payment.

1.5 **CLERANCES AND APPROVALS**

All clearance/approvals required for operating the goods /services in India, the responsibilities rest with the Bidders including financial liability. However, IITM will assist in getting the clearances/approvals from respective agencies.

1. The bidder has to ensure DGCA requirements.

1.6 **PAYMENT TERMS**

1. Payments Terms will be governed by the Finance rules of Ministry of Earth Sciences (MoES) Government of India. No advance payment will be made.
2. The committee will inspect the aircraft to conform the technical aspects.
3. The Payment would be of following pattern :
 - On arrival of the aircraft – 20 %
 - 30 days of completion or 50 hrs. of flying – 20 %
 - 60 days of completion or 100 hrs. of flying – 25 %
 - 120 days of completion or 150 hrs. of flying and submission of the operational report – 25 %
 - On receipt of data – 10 %

On submission of the invoice in duplicate, IITM will instruct the bank for the release of the money, as per the above schedule.

2. FOR FOREIGN BIDDERS

- 2.1 Cost of the items should be mentioned clearly in the Commercial Offer (Part-II) only. The optional and any other essential items / accessories required for the maintenance of the equipment should also be specified in the offer separately.
- 2.2 All costs should be given in Indian rupees and/or in a convertible currency like US-\$, UK- Pounds, Japan- Yen, France- Francs or German Mark or Euro.
- 2.3 The Principal Bidder should clearly indicate the address of its Indian Agent, if any, and percentage (%) of Agency Commission payable, if any.
- 2.4 The Indian Agent should produce a copy of the Agency Agreement with the foreign principal giving the precise relationship between them and their mutual interest in business.
- 2.5 In case of tender submitted by an Indian agent, a copy of their registration certificate with DGS&D, New Delhi under the compulsory Scheme of Ministry of Finance regarding the registration of Indian Agent of foreign Bidder has to be enclosed if applicable.
- 2.6 The Bidder should indicate the names of the reputed Indian organizations, Labs and other scientific and technical institutes where the Bidder has supplied similar equipment and attach satisfactory performance report of the equipment from the user organizations.
- 2.7 Details of services rendered by the Bidder should be made clear in the Bid.
- 2.8 The tenderer's conditions printed on the tender or otherwise sent along with the tender shall not be binding on IITM.
- 2.9 Supply means "Supply, Installation, Commissioning and satisfactory demonstration of the whole system and training". If there are any extra

charges for Installation, Commissioning and training, the same should be specified in the commercial offer.

- 2.10 The address of Bidder's and their Banker's details should be furnished.
- 2.11 Installation is to be arranged by the Bidder free of cost, and the same is to be done within 2 weeks of the arrival of the equipment at site.
- 2.12 In case of foreign Bidder, the Indian Agent who shall maintain supplied equipments during contract period shall be given in the Technical Offer.
- 2.13 The owners of the Aircraft will have to provide comprehensive Insurance, covering all usual risks for their crew and also for Charterers two scientists (liability of Rs. 12 lakhs per person) and the IITM / participating Institute's equipment (liability of Rs. 70.0 lakhs, in words Rs. seventy lakhs), while on-board to an accident/ damage/ disaster during experiment. Insurance shall cover for deep sea operations also.

2.14 FORWARDING OF SHIPPING DOCUMENTS ETC. TO THE CONSIGNEE

2.14.1 Port of Delivery shall be intimated by the IITM.

2.14.2 Advance shipment intimation shall be sent to IITM, by the tenderer.

2.15 INSPECTION AND WARRANTY:

- 2.15.1 The inspection of the consignment on receipt in India shall also be carried out before taking over by IITM, by the ultimate consignee or his nominee.
- 2.15.2 In all cases, whether inspection is carried out by IITM Inspector or not, Manufacturer's Test Certificate shall invariably accompany the equipment.

2.16 Other Terms:

2.16.1 Agency Commission: Shall be payable to Indian Agent, after installation and testing of the equipment. The payment shall be made in Indian Rupees only.

2.16.2 Bidder has to sign a Non Disclosure Agreement with IITM.

2.16.3 The Bidder shall be responsible for obtaining permission for export from the govt. of the country of the origin. All expenses in this regard will be borne by the Bidder.

SECTION IV: GENERAL TERMS AND CONDITIONS (GTC)

1. Criteria for pre-qualification of tender and negotiations

Specifications conforming to the requirement or better than that, Past Performance, Financial Soundness, Technical Competence, Total Cost and Organizational Capability of the Tenderer to provide installation, commissioning, and spare parts supply shall be form part of the crucial parameters for pre-qualification of tenderers to be called for discussions.

The tender will be rejected if:

A. Detailed specification of the Aircraft is not included. The details should include description of specifications and instrumentation as listed in Section V. A copy of the Certificate of Airworthiness and Certificate of Registration from the governing aviation authority is also required.

B. Resume and experience of the crew for the Aircraft is not included. The crew details are required for two Pilots, two Aviation Maintenance Engineers, one Instrument Engineer.

If all the items mentioned in “Required Technical Specifications” are not possible to provide, bidders should clearly indicate what maximum items could be possible to provide in the technical bid.

Bidder should indicate minimum mobilization time required for the aircraft from the country of origin to India.

2. Re-tendering

On finding inadequate response to Tender Notice or if the Prices quoted are substantially high and negotiations with the tenderers have not resulted in any positive response IITM may accept or order re-tendering.

In case a ring is suspected, re-tendering will normally be resorted to.

3. Performance Security Deposit

3.1 The Performance Security Deposit as per IBIB Clause 26 shall be for entire period from acceptance of Contract to completion of program plus 60 days.

3.2 The proceeds of the Performance Security Deposit shall be payable to the Purchaser as compensation for any loss resulting from the Bidder’s failure to complete its obligations under the Contract.

3.3 The Performance Security Deposit will be discharged by IITM and returned to the Bidder not later than 60 days following the date of completion of the Bidder’s performance obligations, including the warranty obligations under the contract.

3.4 In the event of any contract amendment, the Bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security Deposit, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter.

4. Country of Origin

- 4.1. All Goods and Services supplied under the Contract shall have their origin in the member countries and territories eligible.
- 4.2. For purposes of this Clause “origin” means the place where the Goods produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and manor assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 4.3. The country of origin of Goods and Services is distinct from the nationality of the Bidder.

5. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned; to the authoritative standard appropriate to the Goods country of origin and such standards shall be the latest issued by the concerned institution.

6. Patent Rights

The Bidder shall indemnify IITM against all third-party claims of infringement of patent, trademark, Copy Right or industrial design rights arising from us of the Goods or any part thereof in India.

7. Tender Specifications

7.1 The specifications for the items quoted should be explicitly clear and all available technical literature, catalogues and other data in support of the specifications of the items should be furnished along with the Tender. In the event of an alternative offered by the Tenderer, full specifications, details, literature, etc., which may justify consideration of such alternative offer, need to be given.

7.2 It should specifically be mentioned as to whether the price quoted includes all taxes and duties. Central Sales tax and/or other duties and levies where legally leviable and intended to be claimed should be distinctly shown separately in the Tender. Packing, Forwarding and handling charges, etc., if any, to be quoted separately in the commercial bid.

7.3 The Tenderer has to arrange on their own for the hangar space, Electrical Power/UPS requirements, floor Space,

8. Validity of Tender:-

The quotations should be valid, for a period of 180 days from the date of opening of the technical bid.

9. Inspections and Tests

- 9.1 IITM or its representative shall have the right to inspect and/or to test the Goods and services to confirm their conformity to the Contract specifications at no extra cost to IITM. IITM shall notify the Bidder in writing in a timely manner of the identity of any representatives retained for these purposes.
- 9.2 The inspections and tests may be conducted on the premises of the Bidder or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to IITM.
- 9.3 Should any inspected or tested Goods fail to conform to the specifications, IITM may reject the goods and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to IITM.
- 9.4 IITM's right to inspect test and, where necessary, reject the Goods after their arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by IITM or its representative prior to the Goods shipment.
- 9.5 **Nothing in GTC Clause 10 shall in any way absolve** the Bidder from any warranty or other obligations under this Contract.

10. Packing

The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, and the remoteness of the Goods final destination and the absence of heavy handling facilities at all point in transit.

11. Delivery and Documents

Delivery of the Goods and services shall be made by the Bidder in accordance with the terms specified by IITM in the Work/Purchase Order.

12. Insurance

Insurance shall be arranged as specified.

13. Spare Parts

The Bidder may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Bidder :

- 13.1 Such spare parts as IITM may elect to Purchase from the Bidder, providing that this election shall not absolve the Bidder of any warranty

obligations under the Contract; and

- 13.2 Bidder shall carry sufficient inventories to assure ex-stock supply of consumable spares. Other spare parts and components shall be supplied as promptly as possible immediately.

14. Warranty

- 14.1 The Bidder warrants that the Goods supplied under this Contract are usable of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Bidder further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by IITM's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 14.2 This warranty shall remain valid for the contract period after the Goods or any portion thereof as the case may be, have been delivered, commissioned and accepted at the final destination indicated in the Contract, after the date of receipt of goods at the final destination whichever period concludes earlier, **unless specified otherwise in the STC.**
- 14.3 IITM shall promptly notify the Bidder in writing of any claims arising under this warranty
- 14.4 Upon receipt of such notice, the Bidder, with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Bidder shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on IITM for the replaced parts/goods thereafter.
- 14.5 If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable, IITM may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which IITM may have against the Bidder under the Contract.
- 14.6 If the down time is more than 24 hours, Bidder shall provide temporary replacement of the defective component and remove the defect.
- 14.7 The Bidder must indicate who will maintain equipment/instrument during service period by giving the name of Firm, address, contact person, phone no. and fax no. etc in the Technical Bid.

15 Payment

- 15.1 The methods and conditions of payment to be made to the Bidder under this Contract shall be specified in the STC.
- 15.2 The Bidder's request(s) for payment shall be made to IITM in writing, accompanied by an invoice describing, as appropriate, the Goods

delivered and the Services performed, and by documents, submitted pursuant to GTC Clause 12, and upon fulfillment of other obligations stipulated in the contract.

16 Prices

Prices payable to the Bidder as stated in the Contract shall not be changed and remains applicable during the performance of the Contract.

17 Advance payment

IITM being an autonomous organization of Govt. of India, no advance payment shall be made.

18 Penalty Clause

1. Subject to GTC Clause 20, if the Bidder fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, IITM shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to as specified in Clause-20 of the contract price of the non performance or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to maximum deduction of the percentage specified therein. Once the maximum is reached, IITM may consider termination of the Contract pursuant to IBIB Clause 26 resulting in forfeiture of the Performance Security Deposit.
2. Aircraft downtime if it extends more than 48 hours,

19 Force Majeure

- 19.1 Notwithstanding the provisions of GTC Clause 19, the Bidder shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 19.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 19.3 If a Force Majeure situation arises, the Bidder shall promptly notify IITM in writing of such conditions and the cause thereof. Unless otherwise directed by IITM in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

20 Liquidated Damages

The applicable rate is 0.5% of contract value per week and the maximum deduction is 10% of the contract price.

21 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

22 Applicability to Other Terms and Conditions

These General Terms and Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

23 Exemptions and preferences to small scale industries

The Small Scale Industries will be given following exemption and preferences in terms of letter No. 21(1)/2000-FP&M dated 28.8.2000 of Ministry of Small Scale Industries & Agro and Rural Industries, New Delhi on production of necessary registration.

- i. Issue of Tender sets free of cost.
- ii. Exemption from Payment of Earnest Money Deposit or Bid Security
- iii. Waiver of Performance Security Deposit to the Monetary limit for which the unit is registered.
- iv. Price preference up to 15% over the quotation of large-scale units.

24 Tenderers must ensure the following while submitting the Tender:-

24.1 Tenderer should state whether he is a relative of any employee of INDIAN INSTITUTE OF TROPICAL METEOROLOGY (IITM) and give the following certificate in the form for details of the Tenderer (s):

“ I / We have fully understood the foregoing general terms & conditions **of tender as well as the special terms and conditions** and having accepted the same in toto and I / we have made my / our offer keeping in view those terms and conditions. I / we fully agree that once I / We have endorsed in whatsoever and whichever way my / our signatures herein below all conditions whatsoever way mentioned by me / us which may not be acceptable to you / your principals shall be deemed to be / withdrawn by me / us and am/ are fully aware that no grievances whatsoever shall be entertained by you if our tender / quotation is not accepted / finalized.”

- 24.2 Tenderer sending their tenders by post/courier (mail) will do so solely at their own risk and IITM will not be responsible for any loss in transit or postal delay.
- 24.3 Discount offered should be mentioned clearly in the commercial bid only.
- 24.4 The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate the system without any problem. If the manuals are on chargeable basis, the same should be specified in the offer.
- 24.5 It should be noted by the Tenderer(s) that by entering into this contract IITM is not precluded from entering into similar contracts with any one else of their choice at any time during the continuance of this contract.
- 24.6 The Bidder on receipt of the Purchase/work order must acknowledge.
- 24.7 IITM shall have the right to issue addenda to tender documents to clarify amend, modify, supplement or delete any of the conditions clauses or delete any of the conditions clauses or items stated therein. Each addendum so issued shall form part of original invitation to the Tender.
- 24.8 In case the Bid is not accepted, or otherwise IITM has elected to withdraw or cancel the invitation to the Tender for which IITM shall, have the right to do so, at any time, the Tenderer shall not be entitled to claim any cost/charges/expenses incidental to or incurred by the Tenderer through or in connection with the submission of the offer. The Earnest Money Deposit paid by the Tenderers with the Tender will be refunded to them in due course without interest.

25 Installation:

Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty.

- 25.1 The defects, if any, during the guarantee period are to be rectified free of charge by arranging free replacement wherever necessary.
- 25.2 Pre installation information to be supplied in advance.

26 The Director, IITM reserves the right to accept the tender in full or in part or to reject the lowest or any or all tenders without assigning any reason.

27. No Sub-contracting will be allowed for installation or maintaining system/equipment/instrument during warranty period.

28. The tenderer should note that the General Terms and Conditions are in addition to the Special Terms and Conditions of Tender, which form an integral part of the General Terms and Conditions of the Tender, and any of the General Terms and Conditions of Tender may be altered by the Special Terms and Conditions of Tender.

29. Cancellation of order

IITM reserves the right to cancel the order without any liability in case the stores/goods/equipments are not supplied within the stipulated period and for non-

fulfillment of specifications.

30. Replacement of parts

If any equipment or part thereof be lost or rendered defective during transit, a fresh order will be placed on the Bidder for such loss or defective equipment, in which case the Bidder shall arrange for the supply of the equipment or part thereof, as the case may be, at the earliest date of such order at the same price as allowed in the original order on the same general terms and conditions.

- 31. Confidentiality:** Each party shall maintain as confidential all information received from the other party that is identified as confidential at the time of disclosure (hereinafter for brevity referred to as Confidential Information). Confidential Information shall not include information that is independently developed by recipient or is in public knowledge or is already in the possession of the recipient or is received by receiving party from a third party having been independently developed by such third party. If receiving party is required to disclose Confidential Information due to a legal requirement, it shall provide prompt prior written notice of the same to disclosing party. Confidentiality obligation shall survive for a period of two years after termination/expiry of this Agreement.

Each party shall maintain as confidential all information received from the other party that is identified as confidential at the time of disclosure (hereinafter for brevity referred to as Confidential Information). Confidential Information shall not include information that is independently developed by recipient or is in public knowledge or is already in the possession of the recipient or is received by receiving party from a third party having been independently developed by such third party. If receiving party is required to disclose Confidential Information due to a legal requirement, it shall provide prompt prior written notice of the same to disclosing party. Confidentiality obligation shall survive for a period of two years after termination/expiry of this Agreement.

The supplier and its consultants, representatives and personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or Confidential Information relating to the services, contract or the Purchaser's business or operations or the details or configuration of the system and/or its functions without the prior written consent of the purchaser. No sub-contractor shall be engaged unless with the prior written consent of the purchaser.

The Supplier shall treat the details of the Contract as private and confidential, save insofar as may be necessary for the purposes thereof, for which any disclosures shall be on a need to know basis with the recipients bound by confidentiality requirements which shall be and remain enforceable by supplier at its cost and responsibility mandatorily at the instance of IITM in the event of any breach of confidentiality, such enforcement being by enforcement and inflicting of penal and civil consequences up to the maximum permissible under law, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of purchaser.

If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to purchaser whose determination and decision shall be final and binding on both the parties.

The Supplier shall not disclose details except for disclosing to employees and permitted sub-supplier/s on “need to know basis”. No photograph of the works or any part thereof or equipment employed thereon shall be unauthorisedly taken, retrieved, retained, stored, modified, defaced, erased and/or published or circulated without the prior written approval of the purchaser in writing. The responsibilities of the supplier shall not be assigned transferred or otherwise parted with in favour of any other party unless purchaser has permitted such step in advance in writing.

The Supplier confirms and assures IITM that it has signed confidentiality Agreements with its consultants, representatives and personnel, with all such consultants, representatives and personnel bound by confidentiality requirements which shall be and remain enforceable by supplier at its cost and responsibility mandatorily at the instance of IITM in the event of any breach of confidentiality, such enforcement being by enforcement and inflicting of penal and civil consequences up to the maximum permissible under law, and in case of a breach of any of these provisions the Supplier will use all available legal means to forthwith secure injunctions against any unauthorized disclosures by its consultants, representatives and personnel. In the event of a breach of this provision, IITM shall be entitled to seek direct damages from the Supplier subject to the limit of the full value of the present contract.

32. Conditional Offers will not be considered.

33. Corrupt or Fraudulent Practices: IITM as well as Supplier under this contract observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this Institute shall reject a proposal for award if it determines that the vendor recommended for award after financial evaluation has engaged in corrupt or fraudulent practices in competing for the contract in question. It shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a IITM Contract if any time it determines that the firm has engaged in corrupt or fraudulent practice in competing for, or in executing, a contract.

The Integrity pact as per proforma (section-X) should be signed and submitted along with the technical bid.

34. Arbitration:

Any dispute between the parties on the contract would be settled by arbitration. The place of arbitration proceedings shall be at the place of the consignee. Applicable laws shall be laws of Union of India.

SECTION V-TECHNICAL SPECIFICATIONS

ITEM No. 1: Technical specifications for the Aircraft

(I) Aircraft requirements

The proposed aircraft should be a twin engine pressurized aircraft and is required to carry instrumentation, crew and scientists. The aircraft should have sufficient payload to carry all the instrumentation in addition to 2 pilots and 2 scientists (with instrument racks). Additional specifications that are required are given in Table 1.

Table 1: Specifications of aircraft type for aircraft.

Requirement	Minimum specification (at maximum gross weight)
Crew	2 pilots + 2 scientists
Gross weight	> 10000 lbs
Payload	> 1000 lbs
Cabin Volume	>6 m ³
Minimum lowest operating altitude	500-1000 ft AMSL
Minimum highest operating altitude	25000 to 28000 ft AMSL with full load and full fuel
Cruising Speed	200 - 220 knots
Sampling Speed	80-120 m/s
Ascent rate	400 - 500 ft /min
Endurance	4 - 5 hours
Range	2000 km minimum
Special requirements	Air inlets, 2-3 instrument racks
Instruments	Certification for listed instrument inlets and related modifications
Research power	> 5kW at 28VDC > 2kW at 220VAC 60Hz > 1kW at 115VAC 60Hz
Icing conditions	Certified for flight into known icing conditions
Capability	To operate over land and ocean
Permits/MoU	The bidder has to comply with DGCA requirements. Proper air worthiness certificate issued by a competent authority is required

(II) Crew requirements for aircraft

The aircraft crews are required for the whole duration of the campaign and should consist of scientific, operational and engineering staff as follows:

- Two Pilots to fly the aircraft.
- One Aviation Maintenance Engineer with experience on proposed aircraft type.
- One Instrumentation Engineer for online maintenance of research aircraft instrumentation.

(III) Mission specific requirements

Aircraft crew should have participated in at least two major field campaigns.

- The proposed aircraft should be modified to carry at least 6 PMS canisters that are wing or fuselage mounted.

(IV) Aircraft instrumentation requirements

Aerosol and cloud physics instrumentation from IITM as specified in the Table 2 will be used for the campaign. Aircraft is required to have inlets and certification for such installations of listed instruments.

Table 2: List of Instrumentation

VARIABLE	INSTRUMENT	RANGE
Air Data Probe	Aircraft Integrated Meteorological Measurement System (AIMMS-20, ADP, IMU, WAAS DGPS, CPM)	
Air temperature	Rosemount temperature	-50°C to +50°C
Dew point temperature	Chilled mirror aircraft hygrometer	-40°C to +60°C
Logging, telemetry & event markers from aircraft to base of operations	ESD DTS (GPS)	
Cloud droplet size distribution	Cloud Droplet Probe (CDP)*	3 to 47 µm
Cloud particle imaging and size distribution	Cloud Imaging Probe (CIP)*	25 to 1550 µm
Precipitation imaging and size distribution	Precipitation Imaging Probe (PIP)*	100 to 6000 µm
Stereo cloud particle imaging and spectra	2DS probe	10 to 1280 µm
Liquid water content	Hotwire Liquid Water Content (LWC)	0 to 3 g/m ³
Isokinetic aerosol	Diffuser inlet installed in laminar	> 20 lpm

inlet	flow outside of the aircraft boundary layer	
Nucleation mode aerosol spectrometer	High flow Differential Mobility Analyzer (DMA) or Ultra High Sensitivity Aerosol Spectrometer	0.01 to 0.5 μm
Cloud condensation nuclei	CCN counter	0.1 to 1.2 % SS
Aerosol particles collection for physical and chemical analysis and for energy dispersive Xray spectrometer (EDS)/Scanning Electron Microscopy (SEM) or Transmission Electron Microscopy (TEM) measurements for size, morphology, hygroscopicity and mixing state, etc.	Cascade Impactors, for size resolved sampling	
Accumulation and coarse mode aerosol spectrometer	Passive Cavity Aerosol Spectrometer Probe (PCASP)	0.1 to 3 μm
Cloud and aerosol spectrometer		0.5 to 50 μm
Black carbon (BC) mass concentration, single scattering albedo, specifically to make high frequency measurements, provides accurate measurements of absorption from BC	Athelometer for BC Photo-acoustic extincometer PAX	
Observations of CO, CO ₂ , NO ₂ , H ₂ O, CH ₄	Gas analyzers (for CO, CO ₂ , NO ₂ , H ₂ O, CH ₄) -CRDS based	
Short-wave irradiance, up &downwelling,		285-2800 nm

albedometer		
Long-wave irradiance, up & downwelling		4-50 μm
Dropsonde	Optional (from IMD)	

*CDP,CIP and PIP together can be replaced by a Cloud Combination Probe (CCP) if there are less number of pylons to carry the PMS canisters
Data acquisition system and racks for instruments to be provided by the bidder.

EXPERIENCED CREW :

Bidder shall provide two licensed, qualified and experienced Pilots for the Aircraft for the duration of chartered period. Bidder should provide details of all crew.

Requirements for the Pilot of Aircraft

Commercial Pilot License.
Should have experience of :
2000 minimum total flight hours in fixed wing airplanes
1000 minimum total flight hours in multi-engine airplanes

200 minimum hours of cloud measurement
500 minimum instrument flight hours
Mountain flight experience

Advantageous: Formation flight approved, decompression chamber accredited, remote area survival course accredited, previous appointment as Chief/Senior Pilot, proven ability to operate in remote areas for unspecified periods.

The statement in this connection should be provided in addition to Curriculum Vitae.
The statement in this connection should be provided in addition to Curriculum Vitae.

Requirements for Aviation Maintenance Engineer

Aviation Maintenance Engineer should have at least 5 years experience working on proposed aircraft type. An Aircraft and Powerplant License is required.
The statement in this connection should be provided in addition to Curriculum Vitae.

Requirements for Instrumentation Engineer

Instrumentation Engineer should have experience equivalent to 3 years of field project time (or 6 major field campaigns) working on forward scattering probes and optical array probes.

The statement in this connection should be provided in addition to Curriculum Vitae.

SAFETY EQUIPMENT:

The Aircraft should be equipped with all the necessary equipment for safe flying operations in clouds, and also over water bodies such as de-icing equipment, navigation equipment, communication equipment and life saving equipments.

Specific Terms & Conditions

1. Flight hours will be considered from takeoff to landing.
2. Ferry flights for maintenance and other causes not related directly to the science missions will not be counted.
3. The flight hours of a mission that was aborted due to aircraft equipment failure before completion of its science objectives will not be counted. The IITM representative will determine whether the science mission was accomplished before the forced termination of the mission.

IMPLEMENTATION

1. The delivery period of all items of the tender to be procured as indicated in the tender unless otherwise mentioned in Part B of Section V and commissioning period will be 1 (one) week.
2. The technical specifications given in the schedule of requirements is indicative and the Bidders are required to quote for all the models / makes which conform to the given specifications.
3. All Bidders are required to quote for the specifications mentioned in the schedule of requirements. The final price should be inclusive of all the components mentioned in the said configuration

4. All Bidders are required to furnish the details of the makes and specifications of each component(s) which is going to be supplied with the equipment and should be mentioned in the technical bid.
5. All Bidders are required to specify the delivery schedules of each of the equipment to be delivered.
6. Whichever latest versions of the operating and the applications software are available at the time of delivery, as mentioned in the schedule of requirements should be pre-loaded.
7. Bidders are required to provide the technical literature of the equipment listed in the schedule of requirements such as data sheets, etc. along with the bid.
8. Bidders are required to give compliance for following scope of work and technical requirements

All the data collected (raw and processed) in the entire experiment will be the sole property of IITM.

No data will be shared for any scientific publications etc with the outside personnel involved in the missions. The outside personnel (involved) need to sign a Non Disclosure Agreement with IITM in respect of data and derived products.

Bidder shall make arrangements for pre-inspection of the aircraft for the program by the Officials of IITM by one week prior to the start of the program.

SECTION VI: BID FORM AND PRICE SCHEDULE

(A) TECHNICAL BID FORMAT

Bidders should supply following information in the Technical Bid.

1. Name of Bidder
2. Validity of Bid
3. Name of Aircraft:
 - a) Name
 - b) Range:
 - c) Endurance:
 - d) Seating Capacity:
 - e) Cruise speed:
- 5.
6. Pilots/ Aviation Maintenance Engineer/ Instrumentation Engineer Details
7. Call Sign / Registration No. of Aircraft
8. Year of Manufacture of Aircraft
9. Minimum Mobilization time required.
10. Past experience in cloud and aerosol observations
11. Bidders operational safety record.
12. Insurance details.
13. Information asked in Section V of the Terms and conditions in the Tender Document.
14. Acceptance of the Terms and conditions in Section V
15. Non-Scheduled Operator Permit (NSOP) from competent authority
16. Names of the firms as under GTC Clause 14.7.
17. Letter as per GTC Clause 24.1.
18. Sketch of instrument outlay for the listed instruments
19. STC document

(B) COMMERCIAL BID FORMAT

Tender Reference No. :

Item No. :

Name of the Stores/ Goods/Equipment:

For evaluation of bids closing market rate of Foreign exchange (B.C. Selling) as declared / intimated by SBI on the previous day of opening of commercial bids.

Fuel charges, Landing fees, hanger charges, space charges and all other charges will be paid by the bidder.

Bids shall be evaluated in equivalent Indian Rupees.

It is planned to have programme for 120 ± 10 days.

Sl. No	Description	Amount*
a. Aircraft charges		
1.	Mobilization charges	
2.	De-mobilization charges	
3.	Daily Hiring charges for aircraft for 120 days	
4.	Flying hourly charges for aircraft	
5.	Charges for pilots	
6.	Charges for Instrument Engineer	
7.	Charges for Aircraft Engineers	
b. Other incidental charges		
8.	Fuel charges	
9.	Hangar Charges	
10.	Any other charges	

TOTAL

*Items under (a; aircraft charges) should be quoted in foreign currency if applicable and items under (b; Other incidental charges) may be quoted in Indian rupees.

SECTION VII: FORM FOR DETAILS ABOUT THE TENDERER

(To be submitted with the Tender)

1. Tender Reference No :
2. Item No. :
3. Name of the job(instrumented aircraft/ Seeder aircraft) :
4. Registered Office Address :
5. Address for Correspondence :
6. Please state whether party is Company/Firm/Agency:
Authorized Stockist/Dealer/Indian Agent
(In case of an Indian agent of a Foreign Bidder, please attach
copies of agency agreement and DGSD registration)
7. Total value of Annual Turn-Over/ Sales for the last 3 Years :
8. Sales Tax/Central Sales Tax Registration No and Date..... and Validity up to :
9. Income Tax (PAN) No. :
G.I.R No./Circle / Ward
10. Name of the Bankers :
11. Address of the Bankers :
12. Past Performance of the firm/Company :
Please enclose list of Parties (Scientific and
Technical Institutions) stating their Names and
addresses with telephone no. and the names of
same or similar items supplied to them during
Last three years.

S. No	Name of the Job	Name of the client	Value of the Order	Date of award of Order	Date of completion

13. Financial Soundness :

(Please enclose copies of certified financial statements for the last three years.)

14. Technical Competence.& Work Experience in India :

15. Organisational Capability :

No. of qualified engineers :

Name of the key personnel & qualifications :

16. Whether any relative of Tenderer is working in IITM. If so, give his name, designation and place of posting :

17. Details of EMD: Demand Draft/Pay Order No..... Dt.....
Amount Rs.....of.....(Name of Bank and Branch) Payable at (Name of City)
Bank Guarantee No..... Dt.....
FDR No.....Dt.....

18. Whether the extra terms quoted and the prices : Yes / No
are open to negotiations.

“I/We have fully understood the foregoing general terms & conditions of Tender as well as the Special terms & conditions of Tender given in the Tender Document and having accepted the same in to and I /We have made my / our offer keeping in view those terms and conditions. I/We fully agree that once I / We have endorsed in whatsoever and whichever way my/our signatures herein below all conditions whatsoever way mentioned by me / us which may not be acceptable to you / your principals shall be deemed to be withdrawn by me / us and am / are fully aware that no grievances whatsoever shall be entertained by you if our tender / quotation is not accepted / finalized”

Place

Date

Office Seal / Stamp
Signatory

Name, Designation and
Signature of the Authorised

**SECTION VIII: PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE
BOND**

Ref: Bank Guarantee No. _____

Date _____

To

**Director,
Indian Institute of Tropical Meteorology,
Dr. Homi Bhabha Road,
Pashan, Pune-411 008. (India).**

Dear Sir,

In consideration of **Indian Institute of Tropical Meteorology** having its registered office at **Dr. Homi Bhabha Road, Pashan, Pune-411 008. (India)**. (hereinafter referred to as "THE IITM") which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns and having entered into a Contract/Notification of Award of Contract dated _____ (hereinafter called "THE CONTRACT") which expression shall include all the amendments thereto with M/s. _____ having its Head/Registered Office at _____ (hereinafter referred to as "THE CONTRACTOR") which expression shall unless repugnant to the context or meaning thereof, shall include all its successors, administrators, executors and assigns and the contract having been unequivocally accepted by the Contractor resulting in a contract for an estimated value at Rs./US \$ _____ (Rupees/US Dollars _____) for **CAIPEEX Phase III Program**. Contract for hiring of Aircraft and IITM having agreed that the Contractor shall furnish to the IITM Delivery cum Performance Guarantee for the services of Instrumented Aircraft as well as faithful performance of the entire contract to the extent of 5% of the value of the contract i.e. Rs./US \$ _____. We (Bank) _____ having its registered office at _____ (hereinafter referred to as "THE BANK" (which expression shall unless repugnant to the context or meaning thereof, include all the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay on demand to the IITM any money or all monies to the extent of Rs./US \$ _____ (Rupees/US Dollars _____) in aggregate on breach of contract by the contractor at any time without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand

made by the IITM on the Bank shall be conclusive and binding notwithstanding any difference between the Charterer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrators or any other authority. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable till it is discharged by the IITM in writing.

2. The IITM shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee from time to time, to extend the time for performance of the Contract by the Contractor or IITM & Contractor may mutually vary the terms of the Contract. The IITM shall have the fullest liberty, without affecting this Guarantee to postpone, from time to time exercise power vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants contained or implied in the Contract between the IITM and the Contractor or any other course of remedy or security available to IITM. The Bank shall not be released of its obligations under these presents by any exercise by the IITM of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of IITM or omission on the part of the IITM or other matter of thing whatsoever which under law would, but for this provisions have the effect of relieving the Bank.

3. The Bank also agrees that the IITM to its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that IITM may have in relation to the Contractor's liabilities.

4. IITM shall have the unqualified option to operate this Bank Guarantee to recover Liquidated Damages as leviable under the contract. In that case the Bank Guarantee amount shall thereupon be increased to the original amount by the Contractor or Contractor may alternatively submit Liquidated Damages recovered by IITM.

5. The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the Contract and it shall continue to be enforceable till all the dues of the IITM under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till the IITM discharges the guarantee in writing.

6. We further agree that as between us and IITM for the purpose of this Guarantee any notice given to us by the IITM that the money is payable by the Contractor and any amount claimed in such notice by the IITM shall be conclusive and binding on us notwithstanding any difference between the IITM and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our constitution or that of the Contractor. We also undertake not to

revoke this Guarantee during its currency.

7. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rs./US \$ _____ (Rupees/US Dollars _____) in aggregate and it shall remain in full force up to and including sixty days after _____ unless extended further, from time to time for such period as may be instructed in writing by M/s. _____ whose behalf this Guarantee has been given in which case it shall remain in full force up to and including sixty (60) days after the extended date. Any claim under this Guarantee must be received by us before the expiry of sixty (60) days from _____ or before the expiry of 60 days from the extended date, if no such claim have been received by us within the sixty (60) days after the said date/extended date, the IITM's right under this Guarantee will cease. However, if such a claim has been received by us within and up to sixty (60) days after the said date/extended date, all the IITM's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

The Bank confirms that this Guarantee has been issued with observance of the appropriate exchange control rules and regulation of the country.

8. We agree that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the Exclusive Jurisdiction of Indian Court. The Bank also agrees that courts in New Delhi shall have exclusive jurisdiction.

Date this _____ day of _____ 2013 at _____

WITNESS:

SIGNATURE: _____

NAME

SIGNATURE: _____
NAME & DESIGNATION WITH
BANK STAMP

OFFICIAL ADDRESS

SECTION IX: BID SECURITY FORM

Whereas _____¹(hereinafter called “the Bidder”) has submitted its bid dated _____ (date of submission of bid) for the supply of (Name and/or description of the goods) (Hereinafter called “the bid”).

KNOW ALL PEOPLE by these presented that WE _____ (Name of bank) of _____ (Name of Country), having our registered office at _____ (Address of bank) (Hereinafter called “the bank”, are bound unto Director, Indian Institute of Tropical Meteorology, Pune (Hereinafter called “the Purchaser”) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the 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 its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
 - (a) Fails or refuses to execute the Contract Form if required; or
 - (b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser 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 of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature with seal of the Bank)

(Complete Contact Details with Tel./Fax/email.etc)

¹Name of Bidder

SECTION-X: Format of the Integrity Pact

PRE CONTRACT INTEGRITY PACT

General

This pre-bid-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2013, between, on one hand, the Director IITM, Pune acting through Shri _____, Designation of the officer, Ministry/ Department, Government of Indian (hereinafter called the 'BUYER", which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the 'BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER /Seller is willing to offer/has offered the stores and

WHEREAS the BIDER is private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto agree into this Integrity Pact and agree as follows :-

Commitments of the BUYER

1.1 The BUYERE undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves

or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide and such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Buyer will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceeding, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
 - 3.1 The BIDDER will not offer directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration Reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do so having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6* The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details if services agree upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDERS shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contains in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the action mentioned above.
- 3.12 If BIDDER or any employee of the BIDDER or person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financially interested/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as define in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or entire into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the Bidder shall deposit an amount _____ (to be specified in RFP) as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:

i) Bank Draft or a Pay Order in favor of _____

ii) A confirmed guaranteed by an Indian Nationalized Bank. Promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusion proof of payment.

iii) Any other mode or through any other instruments (to be specified in the RFP).

- 5.2 The Earnest Money/ Security Deposit shall be valid upto a period of six months or the complete conclusion of the contractual obligation to the complete satisfaction of the both the BIDDER and the BUYER, including warranty period, whichever is later.

- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanction for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any on employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall

entitled the BUYER to take all or any one of the following actions, wherever required:

i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) The Earnest Money (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.

iii) To immediately cancel the contract. If already signed, without giving any compensation to the BIDDER.

iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereof at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the bidder from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

Viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix) in case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Full Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government or India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of the BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on

BUYER
Name of the Officer
Designation
Deptt./Ministry/PSU

BIDDER
CHIEF EXECUTIVE OFFICER

Witness _____

1. _____

2. _____

Witness

1.

2.

*Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.