



**Tender Document for Chartering of Instrumented Aircraft for
Cloud Aerosol Interaction and Precipitation Enhancement Experiment
'CAIPEEX' at**

**Indian Institute of Tropical Meteorology,
Dr.Homi Bhabha Road, Pashan, Pune-411 008.
(Under Ministry of Earth Sciences, New Delhi)**

Phone: + 91 (20) 25893600

Fax: + 91 (20) 2589 3825

By Speed Post/Air Mail/Hand

Tel/Fax:

Tender No. IITM/ Tender/ 01/2008

Dated: 27 April 2008

To

M/s. _____

Sub:- Invitation of Bid.

Sir,

Sealed tenders are invited under "Two Bid System" (Part I Technical Bid and Part II Commercial Bid) in the prescribed bid-form enclosed herewith for chartering of an **Aircraft fitted with instruments** for measuring State Parameters, Cloud Microphysics, Aerosols, Radiation and Trace gases for proposed National Experiment "Cloud Aerosol Interaction and Precipitation Enhancement Experiment (CAIPEEX)".

1. Tender No. : IITM/ Tender/01/2008
2. Contract Period: Between July 2008 to October 2008. Exact period shall be intimated on finalization of tender.
3. Tender Fee : Rs. 2,000/- (Indian bidders) Rs. 2,100/- by Speed Post
1. US \$ 50/- (Foreign bidders) US \$ 55/- by Air mail
4. Last date and time for submitting tender: 30 May 2008, 12:00 hrs IST
5. Opening date and time of tender:
 - a) Technical Bid: 30 May 2008, 15:00 hrs IST
 - b) Commercial Bid opening date: Will be informed later only to technically qualified bidders.
6. Bid validity up to: 180 days from the date of opening of Technical Bid.
7. Correspondence Address: **The Director
Indian Institute of Tropical Meteorology, (IITM)
(Ministry of Earth Sciences, Govt. of India)
Dr. Homi Bhabha Road, Pashan, Pune 411008, India**



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The tender will be governed as per the enclosed instructions to bidders.

IITM wants to finalize this tender within a limited time schedule. The bidders are advised to submit their bids complete in all respects, as per requirement of tender document, clearly specifying their categorical acceptance to all the clauses of bid evaluation criteria, terms & conditions and compliance to the technical specification, for the Instrumented Aircraft offered by them.

**STO-II
(For Director)**

LIST OF ANNEXURES

- I (a) Specifications of the Instrumented Aircraft and Operational requirements
 - (b) Aboard Instruments
 - (c) Training
- II Bid Evaluation Criteria
- III Contents of Technical Bid
- IV Proforma of Commercial Bid
- V Terms and conditions
- VI Payment Terms
- VII Proforma of Bank Guarantee of performance Bond
- VIII Bid Security proforma



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INSTRUCTIONS TO BIDDERS

1. Go through the enclosed Bid documents carefully before submission of bids.
2. Ensure that all documents including the supporting technical literature of the Instrumented Aircraft offered are submitted in English language.
3. Ensure that the bids are submitted under the “*Two Bid System*” failing which offer will be rejected.
4. Ensure that the “*Technical Bid Envelope No. 1*” contains (details given in Annexure III) the following.
 - (a) Details of the Instrumented Aircraft (Annexure I)
 - (b) Acceptance of Terms and conditions (Annexure V and VI)
 - (c) **Tender Document fee**, if submitted from format downloaded from IITM website.
5. Ensure that the “*Commercial Bid Envelope No. 2*” contains the priced proforma as per Annexure IV.
6. Both the sealed bids should be sent in another sealed envelope superscribed with “**OFFERS FOR INSTRUMENTED AIRCRAFT FOR CAIPEEX**” addressed to **The Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL Post, Pashan, Pune – 411 008, INDIA** so as to reach on or before **30 May 2008, 1200 hours**.
7. Ensure that your bid reaches IITM, before 12:00 hrs. IST on 30.05.2008. The offers received after the closing date and time of the tender will not be considered.
8. Ensure that each page of the tender is signed by the Bidder and returned in original to this office along with offer.
9. IITM will not be responsible for the loss of tender form or for the delay in postal transit.
10. The complete bid including the prices must be written by the bidders in ink. Bids and /or prices written in pencil will be rejected.
11. The tender document is not transferable. Local agents may buy tender document on behalf of their Principals (in the name of their Principals) and should be filled up only by the firm in whose name the tender has been bought or his authorized Indian representative, otherwise bid shall be rejected.



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12. In case certain clarifications are sought by IITM after opening of tenders, then the reply of the bidder should be restricted only to the clarifications sought.
13. The technical bids will be opened on the specified due date in the presence of Bidders or authorized representative who wish to be present & the financial bids of only those Bidders will be opened whose technical bid is qualified.
14. The Date and Time of opening of Commercial Bid will be intimated only to pre-qualified and technically acceptable Bidders at a later date.
15. Last Date and Time for receipt of Tenders: **Upto 12:00 hrs. on 30 May, 2008.**
16. Date and Time of opening of Technical Bid: **At 15:00 hrs. on 30 May, 2008.**
This tender is not transferable.
17. The tenders must be clearly written or typed without any cancellations / corrections or overwriting.
18. Tenders, which are submitted without Two-Bid Offer System, will summarily be rejected.
19. Unsigned Tenders will also be rejected.
20. Part and incomplete tenders are liable to be rejected.
21. Tenders received through Fax / E-mail / Telegraphic / Telex will not be considered.
22. IITM will not be responsible:
 - a) For delayed / late quotations submitted / sent by Post / Courier etc.
 - b) For submission / delivery of quotations at wrong places other than the Office of Director, IITM, Pune
23. Please indicate page nos. on your quotation eg. If the quotation is containing 25 Pages, please indicate it as 1/25, 2/25, 3/25 -----25/25.
24. The recommendations of the Technical Committee shall be final for short listing of technical bids.
25. An agreement will be signed between the successful Bidder and IITM for execution of the work contract.



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ANNEXURE-I

(a) SPECIFICATIONS OF THE INSTRUMENTED AIRCRAFT AND INSTRUMENTS

Indian Institute of Tropical Meteorology is planning a Cloud Aerosol Interaction and Precipitation Enhancement Experiment (CAIPEEX). Under the experiment, it is planned to take aerial and in-cloud observations of state parameters, aerosols, cloud microphysics, trace gases, and radiation through the instruments fitted in the aircraft. It is proposed to take horizontal and vertical profiles of these above referred fields over different parts of country during monsoon and post monsoon seasons. To achieve this it is proposed to hire aircraft fitted with instruments for measuring above referred parameters (hereafter referred to as "Instrumented Aircraft") along with well experienced Crew for flying, engineers for maintenance of instruments, scientists for collecting, archival, retrieval of the data and training the IITM scientists.

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

1) Specifications of the Aircraft

(I) Aircraft Requirements

The proposed air craft would be a pressurized one and require to house instruments, crew team, scientists and engineers. The aircraft should have capacity for 2 (pilots) + 3 (engineers and scientists). The required aircraft crew and other scientific and engineering staff will be:

- Two pilots
- One instrumentation engineer for online maintenance of the instruments aboard aircraft.
- Two Scientists for operating the instruments, archival, retrieval, quality control of the data, designing flight patterns and training.
- Minimum of one seat for Indian Scientist for collecting observations.



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(II) Operational Requirements

Parameter	Value
Minimum Altitude	500 ft
Maximum Altitude	30000 ft
Cruising Speed	240 knots
Sampling Speed	100 m/s
Ascent rate	300ft/min
Endurance	5 hours
Range	3000 km

(III) Other Requirements

- Aircraft and the crew should have enough prior experience of participation in such experiments.
- There should be at least one free-slot available with power connection so as to install an instrument of CAIPEEX from IITM / participating institutions. The details of the IITM instrument which will be installed in the aircraft are:

Instrument Name: Scanning Particle Sizer (TSI make) (3 nm-1000mm) Weight 15 kg, Size 18" X 15"X15", Power supply 230 V AC

(b) On-board Instruments

The aircraft should be equipped with an on-board instrumentation system including a telemetry link to the operations base. The system will record time in UTC, GPS position and state variables (pressure, temp.). Forward-looking video will record flight conditions. The aircraft should be fitted with following instruments.

- Particle measuring system (PMS)
- Forward Scattering Spectrometer Probe (FSSP: for measurements of cloud droplets between 2 – 45 μm diameter).
- PMS Passive Cavity Aerosol Spectrometer Probe (PCASP: for measurements of 0.1 to 3 μm diameter)
- PMS 2D-C optical Array Imaging Probe (for measurement of cloud and precipitation particles between 25 to 800 μm diameter)
- PMS 2D-P optical Array Imaging Probe (for measurement of cloud and precipitation particles between 0.1 to 6.4mm diameter)
- Cloud Liquid Water (CLW) sensor
- Cloud Condensation Nuclei (CCN) counter
- Condensation Nucleus (CN) counter
- GPS system for location
- Temperature, pressure and dew point sensors
- Black Carbon Measurements



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- Video camera
- Data recording system

Instruments details are as follows:

VARIABLE	INSTRUMENT	RANGE	ACCURACY	RESOLUTION	FREQUENCY
Air temperature	Rosemount 102DB1CB or equivalent	-50°C to +50°C	0.1°C	0.01°C	1 Hz
Air temperature (reverse flow)	0.038" DIA. Bead Thermistor or equivalent	-30°C to +50°C	0.05°C/0.3° C incl DHC	0.01°C	< 1 s TC
Relative humidity (reverse flow)	Thermoset Polymer RH Sensor or equivalent	0 to 100% RH	2% RH	0.1% RH	5 s TC @ 20°C
Barometric pressure	MEMS Pressure Sensor or equivalent	0 to 110000 Pa	100 Pa	10 Pa	20 Hz
u wind component	Extended Kalman Filter (EKF) or equivalent		0.50 m/s @ 75 m/s TAS	0.01 m/s	5 Hz
v wind component	Extended Kalman Filter (EKF) or equivalent		0.50 m/s @ 75 m/s TAS	0.01 m/s	5 Hz
w wind component	Extended Kalman Filter (EKF) or equivalent		0.50 m/s @ 75 m/s TAS	0.01 m/s	5 Hz
Position (Latitude/Longitude)	WAAS DGPS or equivalent		2 m (2 σ)	< 1 m	5 Hz
Altitude	WAAS DGPS or equivalent	-300 to 18000 m	5 m (2 σ)	< 1 m	5 Hz
Geometric Altitude	King KRA 405 Radar Altimeter or equivalent	0 to 2000 ft	3% < 500 ft 5% > 500 ft	0.48 ft (0.15 m)	
Roll Attitude (°)	MEMS IMU/GPS/EKF or equivalent	-60 to +60°	0.1°	0.01°	5 Hz
Pitch Attitude (°)	MEMS IMU/GPS/EKF or equivalent	-60 to +60°	0.2°	0.01°	5 Hz



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Yaw Attitude (°)/ Heading	MEMS IMU/GPS/EKF or equivalent	0 to 360°	0.1°	0.01°	5 Hz
Angle of attack (°)	MEMS Pressure Sensor or equivalent	-15 to +15°	0.03° @ 150 m/s	0.001° @ 150 m/s	20 Hz
Side-slip (°)	MEMS Pressure Sensor or equivalent	-15 to +15°	0.03° @ 150 m/s	0.001° @ 150 m/s	20 Hz
True Air Speed	MEMS Pressure Sensor or equivalent	0 to 150 m/s	0.1 m/s	0.01 m/s	20 Hz
Video record	Sony DCR-DVD 201 or equivalent				
Logging, telemetry & event markers	ESD DTS (GPS) or equivalent				1 Hz
Cloud droplet spectra	DMT CDP or equivalent	2 to 50 µm		1 to 2 µm, 30 bins	1 Hz
Cloud particle spectra	DMT CIP or equivalent	25 to 1550 µm		25 µm, 62 bins	1 Hz
Cloud particle image	DMT CIP or equivalent	25 to 1550 µm		25 µm	
Liquid water content	DMT LWC-100 or equivalent	0 to 3 g/m ³	0.05 g/m ³	0.01 g/m ³	1 Hz
	CDP calculated or equivalent	> 3 g/m ³			1 Hz
Isokinetic aerosol inlet	Brechtel double diffuser inlet or equivalent	28 lpm			100 m/s
Aerosol spectrometer	PMS PCASP SPP- 200 or equivalent	0.1 to 3 µm		0.02 µm, 30 bins	1 Hz
CCN	DMT CCN counter or equivalent	0.5 to 10 µm 0.1 to 1.2 % SS	see text	0.5 µm, 20 bins	1 Hz



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Trace Gases

Measurement	Range	Measurement	Range
O ₃	1 ppb - 100 ppm	NO/NO _y	0.2-200 ppb
SO ₂	0.3-200 ppb	H ₂ S	
CO	<5 ppb	Syringe* samples for laboratory analysis	
CO ₂		Cannister* samples for laboratory analysis	
NO/NO ₂ /NO _y	NO ~10 ppt @ 10 s NO ₂ ~50 ppt @10 s NO _y ~100 ppt @10 s		

*** Supplied by tenderers**

Radiation Parameters		Other Parameters / Facilities	Desirable
Measurement	Range	Lightning	RS/RW
UV radiation, up- & downwelling	295-385 nm	Droplet Charge	Airborne Weather Radar
Short-wave irradiance, up- & downwelling	285-2800 nm	Air Conductivity	
Long-wave irradiance, up- & downwelling	4-50 μm		

Probable bases for observations: Aircraft observations will be carried out having bases mainly over Mumbai, Bangalore, Tirupati, Nagpur, Jaipur and Kolkata. Depending upon the situation, a new base / bases of operations may be selected. At each of the bases, aircraft may stay maximum 15 days. The exact period at each of the bases will be decided at the time of agreement.



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(c) Training

The bidder has to arrange following training programs to some of the selected scientists and engineers participating in this experiment: The period of training will be 7 days prior to the start of the program and seven days during the program.

- A 7-day training program on airborne instrumentation, aerosol measurements, data archiving, processing etc.
- 7-day hands-on training of Instrument calibrations and maintenance. Scientific data collection, processing, quality control, archiving and preliminary analyses during the field program.
- Bidder should specify the computer and data storage requirements for archiving and processing the data obtained during the experiment.
- **All the data collected (raw and processed) in the entire experiment will be the sole property of IITM**



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ANNEXURE – II

BID EVALUATION CRITERIA

The bids of the bidder which do not fulfill any of the following criteria shall be rejected summarily:-

1. Submission of bids in “Two Bid System”.
2. Unconditional validity of bid for 180 days from the closing date of the tender.
4. Submission of EMD of **Rs.20,00,000.00 (Rs. Twenty Lakhs only)** for execution of contract.
5. Offers not in the original form and not duly signed by the bidder or his authorized representative on each page.
6. Not furnishing the documents establishing Bidder’s eligibility as well as their acceptance to render the services on the terms and conditions mentioned in the Tender Documents.
7. Not furnishing details of the pilots, instrument engineer and two scientists.
8. Instrumented Aircraft not fitted with:-
 - (i) Emergency Flotation Equipment/Gear.
 - (ii) Crew Survival Packs.
 - (iii) VHF.
 - (iv) Automatic Direction Finder (ADF).
 - (v) Radar Altimeter.
 - (vi) HF Radio.
 - (vii) VHF Aeronautical Radios.
 - (viii) Marine VHF Communications.
 - (ix) Global Positioning System.
9. 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
10. Bidder should indicate minimum mobilization time required for the instrumented aircraft from the country of origin to Pune India.



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ANNEXURE III

Technical Bid format

Bidders should supply following information in the Technical Bid.

1. Name of Bidder
2. Validity of Bid
3. Name of Instrumented Aircraft:
 - a) Range:
 - b) Endurance:
 - c) Seating Capacity:
 - d) Cruise speed:
4. Instruments fitted in the Aircraft
5. Scientists Details
6. Training content
7. Call Sign / Registration No. of Aircraft
8. Year of Manufacture of Aircraft
9. Minimum Mobilization time required.
10. Bidder's total fleet
11. Past experience in cloud and aerosol observations
12. Bidders operational safety record.
13. Insurance details.
14. Information asked in Annexure V of the Terms and conditions in the Tender Document.
15. Acceptance of the Terms and conditions in Annexure V



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ANNEXURE – IV

COMMERCIAL BID FORMAT

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 Technical bids.

Bids shall be evaluated in equivalent Indian Rupees.

It is planned to have programme for 120 ± 20 days.

Sl. No	Description	Amount
1.	Mobilization	
2.	De-mobilization charges.	
3.	Daily Hiring charges for 120 days	
4.	Flying hourly charges x 200 hrs including petrol charges	
5.	Charges for Instrument Engineer (including logistics and per diem)	
6.	Charges for scientists (including logistics and per diem)	
7.	Charges for training to Indian scientists	
8.	Any other charges	
		TOTAL



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ANNEXURE – V

TERMS & CONDITIONS

1) ELIGIBLE BIDDERS :

The bidders should be the owners of the Instrumented Aircraft or their authorized agents / firms. In case authorized agents are bidding, the authorization letter or MOU should be enclosed along with the offer.

The tender / quotation / offer submitted by the firm should be valid for a minimum period of **One Hundred eighty days** from the date of opening the tender.

In case of foreign quote, the Bidders may quote their rates in Foreign Currency.

The Bidders conditions printed on the tender or otherwise sent along with the tender shall not be binding on IITM.

2) EXPERIENCED CREW & SCIENTIST:

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

Pilots should have valid pilot license and must have 150 hours of flying experience in clouds as the pilot in command. The statement in this connection should be provided.

Scientists should have previous experience of aerosol, cloud microphysics data collection, retrieval and analysis. Bidder should provide brief CV of the scientists.

3) SAFETY EQUIPMENT:

The Instrumented Aircraft should be equipped with all the necessary gadgets for safe flying operations in clouds, such as navigational, communication equipment and life saving appliances.

4) VALID CERTIFICATES:

The owner should possess and carry all the necessary and essential certificates, issued from concerned civil Aviation Authority pertaining to Instrumented Aircraft operation and the Crew during the charter period.

5) INSTRUMENTS AND AIRCRAFT WORKING CONDITIONS

Bidders will do their best effort to keep all the instruments in working condition and the aircraft in flying condition



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- 6) Acquiring fuel for aircraft operation is the responsibility of the bidder / authorized agent of bidder during the experiment period.
- 7) Indian Bidder is required to furnish the Permanent Account Number (PAN) allotted by the Income Tax Department.
- 8) A copy of latest Income Tax Clearance Certificate from Income Tax Department (INDIA) for Indian Agents.
- 9) Foreign bidders are required furnish the registration number from the competent authority of their country.
- 10) In case of Foreign quote, Bidder's Banker's details should be furnished,
- 11) As per the Govt. of India notification No.24/2002-Customs dated 15 March, 2002 and notification No.19/2006-Customs' dt. 01.03.2006 Custom Duty is levied on all imports meant for IITM. In this case it is not the purchase but hiring of the instruments. International Bidder will have to provide all the documents required for bringing all the instruments inside the country and taking back out of India after the experiment is over for applying for exemption.
- 12) Institute cannot furnish any concessional certificate for exemption or reduction in VAT tax or any other duty / tax. The Bidder will have to pay these taxes if applicable.
- 13) Income tax if applicable as per prevailing rate in India will be deducted at source while making payments.
- 14) Bidder has to give performance Bank guarantee of 5 % cost at the time of signing of work contract. The Proforma of the performance Bank guarantee is given in Annexure VII.



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ANNEXURE VI

Payments Terms

1. Payments Terms will be governed by the Finance rules of Ministry of Earth Sciences (MoES) Government of India.
2. Mobilization charges will be paid after acceptance of the aircraft after arrival of Instrumented Aircraft in India. The committee will inspect the aircraft to conform that the instruments stated in the tender documents or mentioned in the contract document if the bidder is unable to provide all the instruments stated in the tender document, are installed in the aircraft and are in working conditions.
3. Day-higher charges of the Instrumented Aircraft, Scientist, Engineer and flying charges will be paid after each month on receipt of log entries endorsed by the programme Manager / Institute's Representative after receiving deliverables. Deliverables include raw and processed data in the readable form and any other data collected during the experiment.
4. Demobilization charges will be paid after completion of the experiment.
5. Training charges will be paid after completion of Training
6. The owners of the Instrumented Aircraft will have to provide comprehensive Insurance, covering all usual risks for their crew, scientists and also for Charterers one scientist (liability of Rs. 7.5 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.
7. The prices quoted should be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of raw material components and fluctuation in the foreign exchange rates and excise duty.
8. IITM will not provide any accommodation / transportation for the Engineers/ scientists / Representatives of bidder for attending Installation, Commissioning and Demonstration Work. It is the absolute responsibility of the Principal Supplier/Indian Agent to make their own arrangements.
9. Bidder should indicate what will be the minimum down time of instrumented Aircraft in case of breakdown. If it fails to put the system into working condition what is the further alternative course of action suggested by the bidder to adhere to minimum down time.
10. In the event of owner's failure to provide Instrumented Aircraft for operations beyond allowed down time, Charterers shall not pay the hire charges (day rate) for such period.



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11. Discount offered should be mentioned clearly in the commercial bid only.
12. The Bidders are requested to quote for Educational Institutional Price for Equipment and Software, since we are eligible for the same.
13. This Institute is an autonomous scientific research organization under the Ministry of Earth Sciences and is a recognized centre for studies leading to M.Sc., M. Tech. and Ph.D. of the University of Pune and various other Universities. As such, all possible concessions / discounts / rebates applicable for educational Institutions may be given.
14. The Earnest Money Deposit of **Rs.20,00,000/- (Rs. Twenty Lakhs only)** must be paid / sent along with your technical bid in the form of a Demand Draft, Banker cheque or Bank Guarantee (from a Nationalized Bank only) drawn in favor of **The Director, Indian Institute of Tropical Meteorology, Pune payable at Pune**, otherwise your technical & commercial bids will not be considered at all. If the successful bidder fails to fulfill the contractual obligations, the EMD will be forfeited.
15. The EMD of the unsuccessful bidders whose technical bid has not been found qualified will be returned within 15 days after receipt of Technical Committee recommendations.
16. Though EMD has to be submitted by Demand Draft, Banker's Cheque or Bank Guarantee, we prefer to have Bank Guarantee for easy return to the bidders, once a decision is taken by IITM. (Specimen of Bid security form is enclosed at Annexure VIII).
17. Tenders not accompanied with EMD will summarily be rejected.
18. In the event the Bidder proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations with the same cost / ordered value. While submitting the bid, Bidder may confirm this condition.
19. All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Pune, India only.
20. The Director, Indian Institute of Tropical Meteorology, Pune 411 008, India reserves the right to accept any tender in full or in part or to reject the lowest or any or all tenders without assigning any reason.



**Tender Document for Chartering of Instrumented Aircraft for
Cloud Aerosol Interaction and Precipitation Enhancement Experiment
'CAIPEEX' at**

**Indian Institute of Tropical Meteorology,
Dr.Homi Bhabha Road, Pashan, Pune-411 008.
(Under Ministry of Earth Sciences, New Delhi)**

Phone: + 91 (20) 25893600

Fax: + 91 (20) 2589 3825

21. In case of any dispute regarding non-compliance of any feature, The Director, Indian Institute of Tropical Meteorology, Pune will be the final authority to decide the appropriate action and it will be binding on the Vendor.
22. All the Bank Charges inside and outside India, including opening of LC, communication, confirmation, amendments etc., if any to Beneficiary's Account only.
23. An Agreement will be entered with the successful bidder on finalization of the offer, covering the terms and conditions enumerated above.

Penalty Clauses

1. If any particular mission has to be cancelled due to failure of instruments, aircraft problem or due to any technical problem, then the total expenditure incurred for that mission (including per diem of all persons involved) plus 2% of the daily charges will be deducted.
2. If all the data is not transferred to IITM, then 10 % of the total cost of the contract will be withheld.



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ANNEXURE VII

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,

1. 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 **CAIPEX Phase I Program**. Contract for hiring of an Instrumented Aircraft and the 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 _____



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(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 forebear 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.



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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 upto _____ 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 upto 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 _____



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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 upto 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 _____ 2008 at _____

WITNESS:

SIGNATURE: _____

NAME

SIGNATURE: _____
NAME & DESIGNATION WITH
BANK STAMP

OFFICIAL ADDRESS



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Annexure VII

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 From 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 t 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 that the above date.

(Signature with seal of the Bank)

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

¹Name of Bidder



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Advertisement

GLOBAL TENDER: IITM

Director, Indian Institute of Tropical Meteorology (IITM), an Autonomous Institute under the Ministry of Earth Sciences invites Global Tender under Two-Bid System (Part I – Technical Bid and Part II – Commercial Bid) for chartering an Instrumented Aircraft along with well experienced crew from the reputed firms / authorized dealers with sound Technical and Financial capabilities to provide Aviation support to the CAIPEEX during July-October 2008.

1. SCHEDULE FOR SALE / SUBMISSION OF TENDER DOCUMENT

a) Sale of Tender Document:

From 1100 hrs to 1600 hrs on office working days from Monday to Friday upto 29 May, 2008

b) Tender Document Fee

i) Rs. 2000 / US \$ 50

ii) Rs. 2100 / US \$ 55 (By Post)

iii) Bidder may download the Tender Document from the website of IITM (www.tropmet.res.in).

c) The Document submitted without enclosing the requisite fee by DD favoring **Director, IITM** payable at **Pune, India** will however be summarily rejected.

d) Last Date/Time for Submission : **30.05.2008/12:00 Hrs.**

e) Opening of Tenders (Technical Bid only) : **30.05.2008/15:00 Hrs.**

2. Detailed Tender Document (s) (non-transferable) can be obtained from, IITM, Pune, 411008 India during the office hours on all working days either in person or by post on submission of a written request mentioning the Tender No. along with the Tender Document fee (non-refundable), as prescribed above. The Tender document fee should be submitted in the form of Demand Draft from any Nationalized Bank drawn in favor of Director, IITM, payable at Pune

3. IITM will not be responsible for delay, loss or non-receipt of application or Tender Document sent by post/courier and will not entertain any correspondence in this regard. Tenders by Telex/Telegram/Fax/E-mail will not be accepted.

4. IITM reserves the right to reject any or all Tenders without assigning any reasons thereof.

S. R. Nirgude)
Senior Technical Officer-II
For Director
Email: pstend@tropmet.res.in