

INDIAN INSTITUTE OF TROPICAL METEOROLOGY
PASHAN, PUNE-411008 (INDIA)
(An Autonomous Body under the Ministry of Earth Sciences, Govt. of India)

TENDER NO.: PS/TENDER/01/2014

GLOBAL TENDER NOTICE

Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, Pune- 411 008 (India) invites separate sealed tenders (Part-I – Technical Bid, Part-II – Commercial Bid) in separate sealed covers from Manufacturers / Suppliers and their accredited selling agents for the Supply, Commissioning and Installation and Satisfactory Demonstration of **“CO2-CH4 Analyzer” – 01 SET.**

Last date of receipt of Tender at IITM, Pune: **11 JUNE at 12:00 hrs.**

Opening of Tenders (Technical Bids only): **11 JUNE at 15:00 hrs.**

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

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

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

Specifications of “CO₂-CH₄ Analyzer” – 01 SET

Technical Details

**Greenhouse gases CO₂, CH₄ monitoring at the surface
(CAIPEEX-2014 ground based campaign at Rajive Gandhi South Campus, Banaras
Hindu University (BHU), Barkachha, Mirzapur (near Varanasi)), U.P**

PI: Dr. Yogesh K. Tiwari

CENTRE FOR CLIMATE CHANGE RESEARCH,

IITM-PUNE

1. Scope of work

- (i) Establishment of robust & reliable, real-time integrated on-line monitoring system (**1-unit**) for ambient concentration of atmospheric CO₂, CH₄ (closed path analyzer, two gases in single unit).
- (ii) Supply, installation and integration of all required accessories such as cables, cable laying, connectors, conduits, switches, computer, software's, etc.
- (iii) Instrument should be complete with data acquisition system. External laptop (with latest specifications) has to be provided for data processing and analysis.

2. General Specifications

Measurement Principle: Measurement of atmospheric CO₂, CH₄ using High Performance Laser Based Measurement Technique. The system should be fully automated with respect to selection of sampling and calibration cycles, analysis and data acquisition.

1. **Inlet -1unit:** A sampling head will be mounted at the top of approx 10 to 15 meter tower or equivalent height. Head should have rain guard and connected with ¼” Dekabon/Synflex-1300 tubing or equivalent tube.
2. **Ambient air drier -1unit:** Air sample should be dried at around 6-8 degree centigrade before entering to the instrument. Vendor should suggest an appropriate drier, e.g., fridge based drier (mini fridge 40 litter, absorption based with automatic defrost), etc. or equivalent. There should have another condensation bowl inside fridge, in case, fridge is used as drier. A pump should be connected outside below the fridge to drain water content in the bowl. Appropriate filters (7, 40 and 140 micro meter t-type filter) should be installed on inlet line between fridge and multi-position valve. Replaceable element kit (total 5-spares) for each filter should be provided. Accessories requires for installation of drier, e.g. connectors, tunings, condensation bowls, pumps, etc. should be supplied.

3. **Multi-position valve (8-port) -1unit** to select sample ambient air and high pressure cylinders, e.g., calibration etc., to the instrument. This should be automatic and controlled by the software in to the PC. Valve will be placed after the drier. Company should suggest suitable schematic.
4. **Liquid stop device -1unit:** A liquid stop device should be supplied (M&C TechGroup Germany make or equivalent) to standardize water vapor correction of the analyzer. It should have separator and automatic liquid drain system. It should be connected at the appropriate place in to the system. Vendor should provide appropriate accessories with this so that it can be connected in the system line.
5. The analyzer must be capable of pulling the sample air from the tower height dimensions (10 to 15 meter). If required, External pump with the flow rate of 8-10 liter per minute along with flow meter has to be supplied. Spare diaphragm re-built kit has to be quoted for analyzer and external pumps.
6. If any other spares and accessories required on top of the specified requirement for the installation and proper operation of the equipment can also be suggested.

3. Technical Specifications

Performance Specifications	CO₂	CH₄
Precision (for 1 minute averages)	±0.15 ppm or better	±2.0 ppb or better
Operating Range	300-500 ppm	1500-3000 ppb
- Operating Temperature	10 to 30 °C	
- RH	0-99% non-condensing	
- Output	Digital, Analog, Ethernet, USB	
Power Requirement	230 VAC, 50 Hz	

4. System Services and Options

4.1 Product Warranty

- (i) The successful bidder shall provide comprehensive onsite warranty of two years (1+1) from the date of installation and commissioning of the network for each indoor and outdoor component. The bidder will provide all the spares and consumables during comprehensive warranty period.
- (ii) If within a period of two years after installation any such product or component is proven to be defective such product shall be repaired or replaced by the successful bidder. Such repair and replacement shall be sole obligation of successful bidder. Successful bidder shall be responsible for payment of to and fro shipping charges if the defective product/components are required to be sent to manufacturer for repair or replacement. Any design defects or installations deficiencies, if noticed during the warranty/ maintenance period, shall be rectified promptly by the successful bidder free of cost at all the places, including field installations.

- (iii) The software upgrades as required in the project for scientific studies should be provided by the bidder from time-to-time free of cost during the warranty period.
- (iv) The successful bidder should have maintenance center in India with sufficient spares and consumables. The maintenance and service engineers must be trained by the manufacturer in maintenance, servicing and fault rectification. The name, address, contacts information including phone number, email id etc of all maintenance engineers shall be provided to IITM.
- (v) The successful bidder should undertake work of servicing and routine preventive maintenance of equipment once in every six months during the comprehensive warranty period.
- (vi) The successful bidder shall also undertake maintenance of equipment as and when required. Response time for rectification of faults should not be more than 4 working days after detection of fault.

4.2 Training to IITM Officials

Training on system operations and maintenance should be provided at the installation site for a period of one week after installation. Detailed training material should also be provided to IITM officers.

4.3 Installation, System Integration and Commissioning

The equipments are to be installed at the Rajive Gandhi South Campus, Banaras Hindu University (BHU), Barakachha, Mirzapur (near Varanasi), U.P

- (i) The bidder must quote installation charges/cost, along with details of installation material to be used and the work involved, with proper item-wise breakup. The manufacturer should quote for all the required installation material along with the main equipment.
- (ii) IITM's responsibilities including site requirement for the installation may be clearly mentioned in the bid.

4.4 Delivery and Commissioning

Complete set of High Performance Laser based GHG monitoring systems for CO₂, CH₄ and related accessories.

Delivery including installation & Commissioning : Dispatch / Delivery of equipments shall be done through single consignments within one month from the date of opening of Letter of Credit (LC). Installation & commissioning of system shall be carried out immediately after this. Transportation to the site of installation after custom clearance by IITM will be the responsibility of bidder. Local transportation & insurance of goods shall be quoted by the supplier.

Office of the Director IITM, Pune shall be the consignee for all deliveries. Delivery of the field site equipment may be done directly at field sites. All equipment must be under insurance during transportation.

4.5 Qualification criteria for bidder

The manufacturer/principal firm shall give undertaking that it will support the bidder in implementation of the project to the full satisfaction of IITM. In case the successful bidder fails to implement the project within stipulated time frame the principal firm shall be responsible for successful implementation of the project. Since the analytical equipment is vital to the overall performance of monitoring system, it is essential that such equipment should be in operation at any International Baseline Station.

4.6 Other terms and conditions

1. The equipment should be supplied with two copies of elaborate operation / service manuals containing details regarding installation, operation and troubleshooting. Preventive, routine and corrective maintenance; and all electrical, electronic and pneumatic circuit diagrams, details of each spare part, Catalogue No. etc. and details of each electronic card/PCBs should be provided. All licenses and legal documentation wherever applicable, must be provided.
2. Detailed technical specification with sufficient backup literature must accompany the quotations to assess prima face viability of a particular choice.
3. After submission of quotations, prospective bidders must be prepared to give a detailed presentation at a short notice.

**INDIAN INSTITUTE OF TROPICAL METEOROLOGY,
PUNE 411 008 (INDIA)**

GENERAL TERMS & CONDITIONS

ENQUIRY NO: PS/125/81/2014/

TENDER NOTICE No.: PS/TENDER/01/2014

- 1) The Tenderers are requested to give detailed sealed tender in their own forms in two Bids i.e.

Part-I Technical Bid.
Part-II Commercial Bid

Both the bids addressed to
The Director,
Indian Institute of Tropical Meteorology,
Dr. Homi Bhabha Road, NCL Post,
Pashan, Pune – 411 008, INDIA.

- 2) You have to submit two separate bids in two separate envelopes and you may keep both the bid envelopes in an envelope for sending to us.

One envelope will contain only the **TECHNICAL SPECIFICATIONS** of the indented equipment.

Another envelope will contain only the financial bid in which price, maintenance, AMC, CMC, OMC etc. and any other information, which has financial implications, will only be given.

- 3) Please indicate page nos. on your quotation ex. If the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25 -----25/25.
- 4) The main envelope, which will contain both the bids, should be super scribed with our tender enquiry No.**PS/125/81/2014** due on **11 JUNE 2014**.
- 5) The technical bids will be opened on the specified due date in the presence of tenderers who wish to be present & the financial bids of only those bidders will be opened whose technical bid is found suitable by us.
- 6) The Date and Time of opening for Part-II (Commercial Bid) will be intimated only to pre-qualified and technically acceptable Tenderers for the item at a later date.

Last Date and Time for receipt of Tenders: **Upto 12.00 hrs. on 11 JUNE 2014.**

Date and Time of opening of Tenders: **At 15:00 hrs. on 11 JUNE 2014.**

(Part-I Technical Bids only)

Tenders addressed to the Director, Indian Institute of Tropical Meteorology, Pune 411008 are to be submitted for each item in duplicate in double cover, under two bids system. Superscribed with Tender No. **PS/125/81/2014** for purchase of **“Continuous Aerosol Monitoring System (Integrated SMPS and Optical Partical Counter/APS)”– 01 Set** due on **11 JUNE 2014**.

- 7) This tender is **not transferable**.
- 8) **Fax / E-mail / Telegraphic / Telex tenders will not be considered**

- 9) Tender document fee of **Rs.1,000.00 (Rs. One Thousand only)** for indigenous suppliers / Indian agents (Non-refundable) and **USD 50.00 (USD Fifty only)** for foreign suppliers (Non- refundable) has to be paid in the form of Demand Draft only drawn in favour of **The Director, Indian Institute of Tropical Meteorology, Pune** enclosed in Technical Bid only.
- 10) a) The Equipment is required to be installed in New Delhi and subsequently Training is to be provided to the concerned scientists / personnel of IITM, Pune/New Delhi.
b) Packing, Forwarding, Freight & Insurance and Commissioning Charges, if any extra may be quoted separately in Commercial Bid.
c) In case if your quote is FOR/FOB/FCA basis, estimated Insurance coverage charges may please be indicated.
d) CIF/CIP, Mumbai value both by Airfreight/sea must be shown separately.
e) Local Body Tax (LBT) / Octroi Payment if any, the same may please be shown separately.
- 11) Cost of the items should be mentioned clearly in the Commercial Bid (Part-II) only. The optional and any other essential items / accessories required for the maintenance of the equipment for the next five years should also be specified in the offer separately.
- 12) In case of foreign quote, the Principal supplier should clearly indicate the address of the Indian Agent and percentage (%) of Agency Commission payable if any, to be paid to the Indian Agent in Indian Currency. If Agency Commission is not applicable, the same may kindly be mentioned clearly in the offer.
- 13) Percentage & amount of Indian Agency commission payable in Indian currency after the receipt of consignment in good condition at our Stores & satisfactory installation and commissioning of the ordered equipment on submission of copy of DGS&D registration wherever it is applicable.
- 14) Indicate the names of the Indian reputed Organizations where you have supplied the similar equipment and may attach the satisfactory performance report of the equipment from user Organization.
- 15) a) If you have supplied identical or similar equipment to other Institutes under Ministry of Earth Sciences and Ministry of Science & Technology, the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.
b) Based on the above information IITM will have its option to obtain details of the equipment, their performance, after sales services etc. for evaluation of the tender, directly from the concerned Labs. /Scientists etc.
- 16) All the Bank Charges inside and outside India, including opening of LC, communication, confirmation, amendments etc., if any to Beneficiary's Account only. This may please be noted.**
- 17) Details of services rendered by you as well as after-sales services offered by you are to be made clear in the tender.
- 18) The Tenderer's conditions printed on the tender or otherwise sent along with the tender shall not be binding on IITM.

- 19)The vendor should have appropriate facilities and trained personnel for supply, installation, commissioning and warranty-maintenance of the equipment to be supplied. Detailed information in this regard may be furnished.
- 20)**Delivery Period:** As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to.
- 21)Details regarding terms of payment including period of warranty. However we prefer to release the payment on BILL Basis (excluding Indian Agency Commission) after receipt of consignment in good condition and satisfactory installation, and commissioning thereof. Alternatively, depending upon the value and foreign exchange regulations the payment can also be considered through Sight Draft / Letter of Credit through the State Bank of India for the order value excluding the Indian Agency Commission. However, the detailed payment for Sight Draft / Letter of Credit is mentioned at clause No. **30 (b), (c) & (d)** of this tender terms and conditions.
- 22)Supply means "Supply, Installation, Commissioning and satisfactory demonstration of the whole system and training". If any charges extra for Installation, Commissioning and training, the same should be specified in the commercial offer.
- 23)Kindly attach a copy of your latest DGS&D, New Delhi registration Certificate under the compulsory Scheme of Ministry of Finance regarding the registration of Indian Agent of foreign supplier wherever it is applicable.
- 24)a) The Tenderer is required to furnish the Permanent Account Number (PAN) Allotted by the Income Tax Department. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration' etc. should also be provided in Technical Bid for Indian Agents.
- b) A copy of latest Income Tax Clearance Certificate from Income Tax Department (INDIA) for Indian Agents.
- 25)In case of foreign quote, the address of Principal's / Manufacturer's and their Banker's details should be furnished.
- 26)The item should be supplied with manuals and the manuals including technical / Electronic drawings / circuit diagrams should be complete in all respects to operate the system without any problem.
- 27)The import license is covered under OGL policy of 2009-2014.
- 28)a) In case of Indigenous Items the offer should contain the Basic Price and percentage of Excise Duty should be shown separately, since IITM, Pune is exempted from payment of Excise duty vide Govt. Notification No.10/97-Central Excise dated 15t March, 1997.
- b) IITM is exempted from payment of Customs Duty vide Govt. Notification No.51/96-Customs dated 23rd July, 1996.

- 29) Tender must clearly indicate the features offered unit price, VAT tax, transport, transit insurance, installation charges. Institute cannot furnish any concessional certificate for exemption or reduction in VAT tax or any other duty / tax except mentioned above at 28 a) and b). The vendor should mention the price of the equipment and the duties / taxes to be paid such as customs duty / excise duty / VAT taxes etc. separately.
- 30)a) No advance can be paid.
- b) **PAYMENT:** For Import goods, **80%** payment shall be made by Sight Draft / an Irrevocable Letter of Credit established in favour of the supplier through the State Bank of India, Main Branch, Camp, Pune 411 001 (India) for the order value, excluding the Agency Commission due to the Indian Agents, against the presentation of original Shipping documents, **10%** payment shall be released after completion of satisfactory installation, commissioning, demonstration of the whole system, after imparting training and Balance **10%** will be released upon receipt of Bank Guarantee from Indian nationalized bank for 10% of total Order value towards performance bank guarantee to be valid for one year from the date of installation. However Letter of Credit/Sight Draft arrangement will be made for 100% order value.
The Agency Commission to the Indian Agent will be paid only after successful installation, commissioning and satisfactory demonstration and acceptance of the items ordered for by the end user.
- c) For Indigenous items, **80%** payment shall be made against delivery of indigenous goods, **10%** payment shall be released after completion of installation, commissioning and on acceptance test as per Purchase Order at site and balance **10%** shall be made after receipt of performance Bank Guarantee from Indian nationalized bank for 10% of the total order value, to be valid for entire period of warranty including extension if any. If no Bank Guarantee is given, the balance 10% will be paid after assessing, after sales service during warranty period i.e. payment after warranty period.
- d) To ensure due performance of the contract, the successful bidder has to furnish the Performance Security in the form of bank guarantee for **10%** of the Order value from the Indian nationalized bank before execution of ordered work but not later than 15 days from the date of receipt of the Purchase Order. The same will be returned to the successful bidder only after completion of satisfactory installation, commissioning, demonstration of the whole system.
- 31) 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.
- 32) The Tenderer has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the technical bid.
- 33) **INSTALLATION:** Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- 34) Acceptance tests to be prescribed later will be carried out after installation and the items will be taken over only after successful completion of the acceptance tests.

- 35)The tenders must be clearly written or typed without any cancellations / corrections or overwriting.
- 36)The tenders will be received in the Institute till **11 JUNE 2014** up to **12:00 hrs.** and shall be opened on **11 JUNE 2014** at **15:00 hrs.** in presence of the tenderers or their authorized agents who wish to be present.
- 37)IITM will not be responsible:
- For delayed / late quotations submitted / sent by Post / Courier etc.
 - For submission / delivery of quotations at wrong places other than the Office of Director, IITM, Pune ,
- 38)In case of Foreign Quote, the mode of dispatch should be by Air Post Parcel/Ocean Freight/Air Freight (By Air India Freight) and on Freight to-pay basis only. The approximate dimensions of the packages and weight of consignment are to be indicated.
- 39)The makes / brand and name and address of the manufacturer, Country of Origin, Country of Shipment and currency in which rates are quoted are to be mentioned.
- 40)The Technical Bid should accompany with complete specification, Manufacturer's name, address and relevant Technical Literature/Brochures with Warranty Terms.
- 41)The payment of local currency portion shall be payable in equivalent Indian Rupees, within 30 days after the receipt of the equipment in good condition and after satisfactory installation and commissioning and demonstration.
- 42)The tender / quotation / offer submitted by you should be valid for a minimum period of **One Hundred Eighty (180) days** from the date of opening the tender.
- 43)The quotation should be only in Indian Rupees for indigenous items. In case of foreign quote, the vendors may quote their rates in, Indian Rupees as well as in Foreign Currency.
- 44)The bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit proforma invoice of their principals.
- 45)Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site after site readiness.
- 46)IITM will not provide any accommodation/transportation for the Engineers/ Representatives for attending Installation, Commissioning and Demonstration Work. It is the absolute responsibility of the Principal Supplier/Indian Agent to make their own arrangements.
- 47)**WARRANTY/GUARANTEE:**
- The system shall be warranted for at least one year.
 - The equipment should be guaranteed for trouble free performance during warranty period after installation. Supplier shall finally warrant that all the stores, equipment and components supplied under the ORDER shall be new and of the first quality according to the specifications and shall be free from the defects (even concealed fault, deficiency in the design material and workmanship). The defects, if any, during the guarantee period are to be rectified free of charge by arranging free replacement wherever necessary. Further, the technical specifications and requirements may also be verified.

- (c) Instrument should remain operational at least 90% of the time in a year and should not remain non-functional continuously for more than **5 days**. In case of non-compliance, a penalty of upto 5% of the total Order Value amount will be imposed or the warranty period will be extended proportionately (as decided by IITM, Pune). The instrument should be commissioned, regularized and operational after the order is executed without any additional facility and cost to IITM excepting the infrastructure which includes well furnished laboratory space with 230V standard Indian power supply. **Warranty period will stand extended for a period of total downtime of the equipment.**
- 48) Details of onsite warranty, agency that shall maintain during warranty shall be given in the offer. In case of foreign quote, the Indian Agent who shall maintain during warranty and AMC / CMC beyond warranty shall be given in the Technical Offer. After warranty period (post warranty) who will maintain equipment / instrument. Indicate the name of Firm, address, contact person, phone no. And fax no. etc in your technical bid.
- 49) The supply of spare parts is to be guaranteed at least for a period of 10 years after the supply of the equipment.
- 50) Please mention that during warranty period who will maintain system/ equipment / instrument. Indicate the name of firm, address, contact person, phone no. and fax no. etc in your technical bid.
- 51) After successful installation what will be the minimum down time of equipment/instrument in case of breakdown. If the identified firm or person fails to put the system into working condition what is the further alternative course of action suggested by you to adhere to minimum down time.
- 52) No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period.
- 53) You have to quote rates for AMC / CMC, if any, only in commercial bid.
- 54) Any upgrade in Operating System (OS) and associated other software during the warranty period should be supplied free of charge.
- 55) Discount offered should be mentioned clearly in the commercial bid only.
- 56) The Tenderers are requested to quote for Educational Institutional Prices for Equipment and Software, since we are eligible for the same.**
- 57) 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. 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.

59)a) The Earnest Money Deposit of **Rs.1,00,000.00 (Rs. One Lakh only)** must be paid / sent along with your technical bid in the form of a Demand Draft, Banker cheque or Bank Guarantee (from a Indian Nationalized Bank only) drawn in favour of The Director, Indian Institute of Tropical Meteorology, Pune payable at Pune, otherwise your technical & financial bids will not be considered at all. The Earnest Money of successful bidder will be returned only after installation, commissioning, satisfactory demonstration and on acceptance of the equipment by the user Scientist / HOD as per the terms of our purchase order. If the successful bidder fails to fulfill the contractual obligations before the due date, he will forfeit the EMD.

The Earnest Money of the unsuccessful bidder whose technical bid has not been found suitable will be returned within **FORTY FIVE DAYS** after receipt of Technical Committee recommendations.

- b) Those who are registered with Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation or the concerned Ministry / Department need not to furnish EMD along with their bids.
 - c) 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 Bank Guarantee is enclosed at Annexure 'A').
 - d) Tenders not accompanied with Demand Draft / Bank Guarantee towards "Earnest Money Deposit" will summarily be rejected.
- 65)a) Tenders, which are submitted without following the Two-Bid Offer System, will summarily be rejected.
- b) Unsigned Tenders will also be rejected.
 - c) Part and incomplete tenders are liable to be rejected.
- 66)If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of one percent value of the Purchase Order awarded, per every week delay subject to a maximum of 10% for every week beyond the due date and such money will be deducted from any money due or which may become due to the supplier.
- 67)Goods should not be dispatched until the Vendor receives a firm order.
- 68)The purpose of certain specific conditions is to get or procure best Equipment / service etc. for IITM. The opinion of Technical Committee shall be guiding factor for Technical short listing.
- 69)Firms which have already supplied similar equipment to IITM and have not completed required installation / commissioning / after sales service / warranty replacements etc. such firms' offers will not be considered for further evaluation and no enquiries thereafter will be entertained.

70) In the event the Manufacturer / Supplier 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 i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. with the same cost / ordered value while submitting your bid, you may confirm this condition.

71) 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.

72) Conditional Offers will not be considered.

73) Corrupt or Fraudulent Practices: IITM as well as Vendor 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 should be signed and submitted along with the technical bid.

74) All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Pune, India only.

75) 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.

76) In case of any dispute regarding part-shipment, non-compliance of any feature etc., 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.

77) Last Date and Time for receipt of Tenders: Up to 12.00 hrs. on 11 JUNE 2014.

78) Date and Time of opening of Tenders: At 15:00 hrs. on 11 JUNE 2014.
(Part - I Technical Bid only).

(V. R. MALI)
Scientific Officer, Grade-I
For Director
Email: vipin@tropmet.res.in
Tel: ++91-20-25894483

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 presents that WE _____ (*name of bank*) of (*name of the country*), having our registered office at (*address of bank*)(hereinafter called "the Bank"), are bound unto (*name of Purchaser*) (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ___ day of 20____THE CONDITIONS of this obligation are:

1. If the Bidder withdraws it's 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 it's 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 shall remain in force up to forty five 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 of the Bank)
Name of Bidder.