



Ref:INCOIS:PUR:47/2019



15.11.2019

**Request for Proposal for "Supply of Argo Profiling floats at INCOIS, Hyderabad along with 4 years warranty"**

Dear Sirs,

On behalf of Director, INCOIS tenders are invited in "Two Bid System" (Techno Commercial Bid and Price Bid) from Contractors with appropriate registration having adequate resources and setup and dealing with similar works for " **Supply of Argo Profiling floats**". The offers, in the prescribed format, shall be submitted online at <http://eprocure.gov.in/eprocure/app> as per the tender document. No tender will be accepted in hard copy, fax, e-mail or any other such means. The intending, bidders must be registered with Public Procurement <http://eprocure.gov.in/eprocure/app>.

1.	Name of the work	:	Supply of 40 Argo Profiling floats at INCOIS
2.	Submission of Bid	:	Please note that the subject tender has to be submitted online via our e-tender portal <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>
3.	Type of Bid	:	Two Bid; Cover I - Techno-Commercial Bid, EMD of Rs 16,00,000/- or USD 23,000/-  Cover II - Price Bid in the prescribed format.
4.	Clarifications end date	:	09 00 Hrs of November 28, 2019
5.	Bid submission due date online	:	On or before 1500 Hrs of December 18, 2019
6.	Bid opening date	:	After 1500 Hrs of December 19, 2019
7.	Bid validity	:	90 days from the date of opening of tender
8.	Completion Period	:	Within 04 months from the date of acceptance of the order
9.	*Acceptance of the Order by the successful bidder upon AOC	:	*Within 15 days from the date of issue of the PO/Order.

Being an e-tender the bid have to submitted online in the e-tender portal i.e., <https://eprocure.gov.in/eprocure/app>. Kindly refer **Appendix** for the detailed procedure. For any assistance, please contact the following Officers: Mr. Devendra Kumar /Mr. R V Giridhar, Phone No. 040-2388 6055/2388 6074, email: [devendra.kumar@incois.gov.in](mailto:devendra.kumar@incois.gov.in) / [rvgiridhar@incois.gov.in](mailto:rvgiridhar@incois.gov.in)

INCOIS may, at its discretion, extend the deadline for submission of bids by issuing an Amendment, in which case all rights and obligations of the Owner and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

Postal Address	Location Address
Indian National Centre for Ocean Information Services (INCOIS), Ministry of Earth Sciences, Govt. of India, "Ocean Valley", Pragathi Nagar (BO), Nizampet (SO), Hyderabad - 500 090	Indian National Centre for Ocean Information Services (INCOIS), Ministry of Earth Sciences, Govt. of India, "Ocean Valley", Survey No.342/3, Beside ALEAP, Near Pragathi Nagar, Opp. JNTU-Kukatpally, Hyderabad 500 090, Ph.No.040-23886000 , Fax No.040-23892910

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### 1. INTRODUCTION

The Indian National Centre for Ocean Information Services (INCOIS), Hyderabad is an autonomous body under Ministry of Earth Sciences (MoES), Govt. of India is engaged in dealing the projects related to tsunami early warning system, ocean state forecast, ocean observing systems, ocean modeling, satellite oceanography, coastal geospatial applications, ocean data and information management and web-based services relevant to societal needs ([www.incois.gov.in](http://www.incois.gov.in)).

As part of the Ocean Observation Network, INCOIS is intended to procure 40 Nos. of Argo Profiling floats for measurement of temperature and salinity profile upto 2000 Meters. Some of the floats will be required for iridium communication and other floats will be using ARGOS services.

### 2. Scope of the Tender:

- Supply of 40 Argo profiling floats to INCOIS. The floats should be compatible with the Argo Programmed operational specifications as routinely applied in participating Argo nations.
- Providing Argo profiling floats that are deployment-ready (calibrated, assembled, ballasted, weighed and tested) are equipped with SBE CTDs as specified below, and be capable of transmitting profile data via ARGOS or Iridium satellite over the entire global (ice-free) ocean.

### 3. Technical Specifications

#### Basic Instrument Specifications/Requirements:

- (1) Provide profiling floats that are capable of sampling temperature, salinity, and pressure continuously throughout their ascent, then reducing those data by bin averaging. These floats shall determine position by GPS before transmitting those data to shore via Iridium or ARGOS
- (2) Floats must be able to park 5-10 day periods at a different predetermined subsurface pressure than their profiling pressure ("park and profile" capability) max depth of 2000 meter.
- (3) Floats must have sufficient energy in their standard configuration to perform the above functions for a nominal period of 4 years with a duty cycle of 10 days.
- (4) Floats must have demonstrated performance, with examples of deployed instruments

successfully performing the above functions for 4 years with a 10-day duty cycle or equivalent number of profiles to satisfy a 4 year mission.

(5) Floats must be delivered in boxes sufficiently sturdy to protect the floats prior to deployment, while in transit, and onboard ship or aircraft. Defective floats (at no fault of INCOIS) will be returned to the contractor at the contractor's expense.

(6) Float boxes must be built to accommodate stacked loading and moveable with a forklift or pallet jack, and be suitable for export to most countries (e.g. all wood components of appropriately treated plywood).

(7) Floats must pass pre-deployment tests for performance to the satisfaction of INCOIS personnel, and the failed floats should be replaced / repaired by the contractor at the contractor's expense (including shipping costs in both directions) **and arrive at INCOIS, Hyderabad within 120 Days of notification of a problem by INCOIS subject to availability of the faulty float for shipping from INCOIS premises.**

(8) Suppliers should provide INCOIS with any unusual tools required for float modification or repair, and provide subsequent advice for INCOIS personnel in float testing and repair as requested by INCOIS.

(9) Suppliers should provide a sample raw and processed data of the float along with decoding manual for the easy decoding of the float data.

(10) Floats capable of self-activation upon deployment.

(11) Floats certifiable for air shipments (domestic and international).

(12) Capable of being launched from Research vessel or commercial vessel (If special package is required, please quote separately)

(13) The floats will be deployed in the four regions such as (A) Bay of Bengal, (B) Arabian Sea, (C) Equatorial Indian Ocean and (D) Southern Ocean (south of 40 degrees). However, the exact location of the sites to be deployed and will be intimated to the successful bidder upon request at the time of placing purchase order

(14) Also, the in-situ pressure, temperature and salinity at the drift depth will be intimated to the successful bidder at the time of placing purchase order. The data that shall be given by INCOIS on the temperature and salinity drift depth for the above regions, will be only a guideline and INCOIS is not responsible for its fidelity. However, the manufacturer should use their expertise while designing the float as per requirement.

(15) Floats should be available with Suitable batteries for minimum 4 years duration with 10 days duty cycle.

(16) Float CTDs must be capable of sampling temperature, salinity, and pressure at a minimum of 70 predetermined pressures during their ascent, and upon reached surface, floats must transmit those data to shore and determining float position via Service i.e. Argos or Iridium with GPS.

(17) The functioning / performance of all the float systems at each region and the periodic data transmission are the responsibility of the manufacturer, irrespective of the seasonal variation of salinity and temperature profiles.

(18) Sensor type: Temperature, Conductivity and Pressure sensor with the following specification.

Sensor	Range	Accuracy	Resolution	Time of response	Stability
Temperature	0-35 ° C	+/-0.002	0.0001	1 sec	0.01 ° C / yr
Pressure	0-2000 deci bar	+/-3 deci bar	1 deci bar	1 sec	0.1 deci bar / yr
Salinity	20 - 40 PSU	+/-0.005 PSU	0.001	1 sec	0.01 PSU / yr

- 4. Eligibility criteria:** Only those bidders fulfilling the following criteria should respond to the tender.
1. A bidding firm may be a corporation/company or consortium of companies/corporations. Consortium shall mean more than one company with complementing skills joining together to undertake the scope of the work defined.
  2. Quotation should be submitted by the original manufacturer / supplier or its sole authorized distributor / dealer / Indian agent. In case of bid by authorized dealer / distributor / Indian agent, the manufactures authorization should be attached with the technical bid
  3. One Indian Channel Partner/Agent can participate in a tender on behalf of one manufacturer only. No offer will be entertained if the same Indian Agent is representing another manufacturer for the same item.
  4. Each OEM is allowed to bid directly or through multiple system integrator (SI) / Bidder for this tender. (Manufacturer Authorization Form (MAF) from OEM with specific reference to this tender is to be attached).
  5. Bidder should submit an authorization letter from principal company in case of foreign principal authorizing Indian representative to submit the tender document on behalf of its foreign principal.
  6. The bidder should be reputed and having proven expertise in Argo floats
  7. Consortium:
    - a. A bidding firm may be a corporation/company or consortium of companies/corporations. Consortium shall mean more than one company with complementing skills joining together to undertake the scope of the work defined.
    - b. In case of consortium applicant, consortia shall submit a valid Memorandum of Association (MoA) agreement among the members signed by the authorized signatories of the companies dated prior to the submission of the bid.
    - c. If the Bidder had formed an association, each member of the association may be evaluated separately/jointly as per the qualification/eligibility.
    - d. The MoA shall specify the prime bidder, stake of each member and outline the roles and responsibilities of each member. The MoA shall be exclusively for this project and should confirm that each member of the consortia is liable jointly and severally for execution of the contract.
    - e. The bidder and consortium companies must be a Company registered under Indian Companies Act 1956 or may be reputed foreign bidder.
    - f. In the event of consortium, one of the partners shall be designated as "Prime Bidder". Each member of the consortium shall be equally responsible jointly and separately for execution of the contract.
    - g. A bidding company/ consortium cannot be part of more than one consortium. Any member of consortium cannot bid separately as a sole bidder. The bidder (all consortium partners) must have company registration certificate, valid GST registration certificate and Income Tax return with Audit report from CA. Bidder shall provide an attested copy of all the above certificates along with this document.
    - h. Where the Bid is made by a Consortium, the bid shall specifically indicate the members of the consortium by whom and/or on whose behalf the Bid is being made and shall indicate with reference to each whether such member contributes directly to the work or not and, if so, to what extent he contributes to the said work. In the event of a person/firm who is not a member of the said consortium, details of name and address of such person/firm shall be accompanied by valid proof of authority drawn in favour of Consortium to bind such person/firm.
  8. Tenderer must submit Quotations with technical compliance statement for all the specifications along with the detailed data sheets/ catalogues. Relevant remarks can be provided in the compliance statement if required. Quotations without technical compliance and data sheets/catalogues will not be considered.

9. The bidder should have an average annual financial turnover of Rs. 3.20 cr or more during the last three years ending March 31 2019 or End of the last financial years. The bidding companies should be earning profit at least during two (02) years in the last three (03) years. Proof of turnover and Proof of annual profit certificate issued by the chartered accountant to be submitted.
10. No of floats supplied in last 04 years and documents evidence of satisfactory performance from the customers to be submitted.
11. Net worth of the company should not have been eroded by 30% over the last 3 years.
12. The bidder should provide company profile including its infrastructure, technical manpower and their expertise.
13. Start ups: In order to promote make in India and startups, the prior turnover and prior experience for all startups shall be relaxed subject to their meeting of quality, technical specifications and tender conditions as per tender. The bidder who intends to participate as "start up" company should enclose the certificate towards startup enterprise registration/recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant.

**Note**

- a. Offers of bidders who do not fulfill the eligibility criteria or who fail to submit documentary proof for all the points under eligibility criteria will not be considered for further evaluation.
- b. No further communication in this regard will be entertained.

**5. Warranty Clause:** The following "warranty" clause is part of this contract: INCOIS expects that, of the 40 floats supplied, the vendor should provide warranty for 4 years with 10 days duty cycle or equivalent no of profiles before they have a defect.

Floats in whose cases the supplier can prove that he was not responsible for the irregularity or where the supplier provides credible circumstances showing he is not at fault will be eliminated and will not be considered for the following statistics.

The supplier will not be held responsible under the following circumstances:

- a) Force majeure clause
- b) The affected float has grounded/beached and no fault can be assigned to supplier.
- c) The float failure/malfunctioning due to natural drift to shallow waters.
- d) The function of the float was affected through no fault of the supplier and through the means of third parties, such as the entrainment of the floats by fishing vandalism, trawls, etc.

If the above mentioned clauses are not met, the supplier will have to replace the floats at the customers' request or reimburse the appropriate compensation/amount within 120 days at no cost to INCOIS. Undertaking has to be provided for the same in the prescribed format provided in Annexure-02 along with the acceptance/acknowledgement of the Purchase Order.

**6. Contents of Proposal:** The quote should be submitted in two bid system. (i) Technical Bid and (ii) Commercial Bid

(i) **Technical Bid:** Technical bid should contain all the information as listed below without which the offer will not be considered further.

**NOTE:**

- Technical bid should contain filled-in Table-1 and Table-2 along with legible documentary proof, without which the offer will not be considered further.
- The bidder should sign all the pages in the copy of the tender including addendum, if any, issued for the tender for acceptance to all the terms and conditions and the same should be uploaded in Technical Offer only.
- The Pre Contract Integrity Pact enclosed at Annexure- 3 has to be signed and attached/uploaded by all the participating bidders as pre qualification.
- Part/conditional/incomplete quotations will not be accepted.

Sl No.	Particulars	Complied (Yes/No)	Documentary Proof Attached (Yes/No), wherever applicable	Page number against the Proof attached.	Remarks, if any
<b>Technical Specifications</b>					
1.	Is the float deployable in low surface density region like northern Bay of Bengal?				
2.	Is the float deployable in Arabian sea, Equatorial Indian Ocean and south Indian Ocean				
3.	Is the accuracy and resolution of the sensor complied with the specifications				
4.	Are the floats capable of transmitting data via ARGOS Satellites?				
5.	Are the floats capable of transmitting data via IRIDIUM Satellites?				
6.	Are the floats ready to deploy with standard configurations without any software and hardware modification of the float from the user end?				
7.	Whether Park and profile algorithm is built in?				
8.	Whether floats are capable of self-activation upon deployment?				
9.	Do you have prior experience in operating floats in the four regions of the Indian Ocean viz. Bay of Bengal, Arabian Sea, equatorial Indian Ocean and Southern sector of Indian Ocean (south of 30°S)				
10.	Have you attached performance report of floats supplied so far to different users including Indian Ocean?				
11.	Are you providing software to decode the profile data acquired from the float?				
<b>General Conditions</b>					

12.	Earnest Money Deposit (EMD).				
13.	The bidder should provide warranty clause undertaking in prescribed format provided along with tender document (Annexure 2)				
14.	The bidder should have an average annual financial turnover of Rs. 3.20 cr or more during the last three years ending March 31 2019. The bidding companies should be earning profit at least during two (02) years in the last three (03) years. Proof of turnover and Proof of annual profit certificate issued by the chartered accountant to be submitted.				
15.	Signature on all the pages of the tender document, including addendum, if any, issued by INCOIS.				
16.	Client side contact details of completed / on-going Work orders of similar nature.				
17.	Escalation matrix with full contact details, for the resolution of reported issues during contract period.				
18.	DULY SIGNED PRE-INTEGRITY PACT				
19.	Start ups: In order to promote make in India and startups, the prior turnover and prior experience for all startups shall be relaxed subject to their meeting of quality, technical specifications and tender conditions as per tender. The bidder who intends to participate as "start up" company should enclose the certificate towards startup enterprise registration/ recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant.				

**(ii) Commercial Bid:** It should be a separate document from the technical proposal and should be filled the .xls format provided in the price bid cover of e-tender only.

- Financial quote should consist of item wise price details for ALL the items, without which the offers will not be considered. (The successful bidder may be asked to submit details with respect to price break-up, if required.)
- Partial quotations will not be accepted.
- Price should be quoted as per the format. Lump-sum quotes will not be considered and line-item-wise break-up is mandatory. The format of the Price bid should not be changed in any case.

**Table-2: Compliance Statement – 2 (un-priced bid)**

**NOTE:**

- Technical bid should contain filled-in Table-1 and Table-2 along with legible documentary proof, without which the offer will not be considered further.
- Part/conditional/incomplete quotations will not be accepted.
- Bidder has to quote for all the components given in the Price bid. Hence, please indicate as Yes or No in the table given below.

Sl No.	Particulars	Tentative Number of units required*	Please confirm whether prices are Quoted in commercial bid or not. (Yes / No) <b><u>Please do not mention/quote prices here.</u></b>
1.	Argo profiling floats with SBE CTD (SBE 41, Argos Telemetry & Ready to deploy)	26	
2.	Bio-Argo profiling floats with SBE CTD (SBE 41CP, Optode, FLBB, Iridium Telemetry & Ready to deploy)	13	
3.	Biogeochemical Argo profiling floats with SBE CTD (SBE 41CP, Nitrate, Optode, FLBB & Iridium Telemetry & Ready to deploy)	1	
4.	<b>Any Additional cost for</b> Argo profiling floats with SBE CTD for special region like BoB (SBE 41, Argos Telemetry & Ready to deploy)	1	
5.	<b>Any Additional cost for</b> Bio-Argo profiling floats with SBE CTD for special region like BoB (SBE 41CP, Optode, FLBB, Iridium Telemetry & Ready to deploy)	1	
6.	<b>Any Additional cost for</b> Biogeochemical Argo profiling floats with SBE CTD for special region like BoB (SBE 41CP, Nitrate, Optode, FLBB & Iridium Telemetry & Ready to deploy)	1	
7.	Price for packing, freight and insurance to Hyderabad, India (CIF, Hyderabad) for the items at the serial numbers 1, 2 &3 respectively.	26	
		13	
		01	

- Price bid is to be submitted on-line in enclosed price bid format only. Price bids submitted in any other formats will be summarily rejected.
- If the order is to be placed on foreign firm, Price quoted should be on INCO term CIP, Hyderabad, India basis.
- Else price quoted should be on INCO term FOR, INCOIS only.
- Bidder has to clearly indicate the INCO term offered for the supply of the material.
- The vendor should quote for all the items specified. Partial quotations will not be accepted
- If the order is to be placed on foreign vendor, Insurance should be obtained for 110% of value from warehouse of origin to warehouse of destination basis.
- For iridium float, the bidder has to procure the required SIM card and incorporate the same in the float, whereas for ARGOS, INCOIS will be providing required ARGOS ID obtained from CLS. Only the recurring cost for transmission will be borne by INCOIS (both ARGOS and Iridium communications) and all other charges towards installation, commissioning, etc will be borne by the Bidder.
- \*The total number of floats required against this tender will be 40 Floats, and the quantities required mentioned at serial numbers 1, 2 & 3 in the above table are tentative. The exact break-up of the type of the floats will be intimated at the time of placement of the purchase order



## 7. Technical Evaluation Criteria

The following elements will be the primary considerations in evaluating all submitted proposals and in the selection of a vendor or vendors:

- Completeness of the Proposal
  - Financial Status of the Firm
  - Project Management Strategies
  - Track Record of similar projects executed
  - Technical Compliance of the Products Quoted
  - Price & Acceptance to Payment Terms
- The purpose of two bid systems (technical and commercial) is to evaluate all the firms on technical basis with reference to the tendered specifications, performance of similar service rendered elsewhere and obtaining users views with reference to the earlier services. This will enable the technical committee to arrive at a fair recommendation in the interest of the organization.
  - In the event of seeking any clarification from various bidders by INCOIS, the bidders are required to furnish only technical clarifications that are asked for. No amendment to commercial bid will be entertained at that stage. In case, if a bidder fails to quote for a particular item, it amounts to non-compliance and such bid will not be considered for further evaluation. Further, during this process, if any bidder indicates the price during the clarification, such bids also will not be considered for further evaluation.
    - Technical bids will be opened on due date.
    - The bids submitted will be examined vis-a-vis the tendered specifications and evaluation is made accordingly.
    - Bids complete in all respects will qualify for further evaluation.
    - The vendor/s, whose accuracies of the equipment is acceptable to the committee, those bids will only be considered as the technically qualified bids.
    - After completion of technical evaluation, the commercial bid of the technically qualified bidders will be opened through e-Portal.
    - Preference will be given to the eligible Make in India offered products for this scientific requirement.

## 8. Commercial Evaluation Criteria

- Generally the contract is awarded to the technically qualified eligible bidder whose bid has been determined as the lowest evaluated commercial bid.
- Notwithstanding anything stated above, INCOIS reserves the right to assess Bidder's capability and capacity to perform the contract. Should circumstances warrant such an assessment in the overall interest of the organisation, INCOIS reserves the right to reject any or all tenders/ bids at any time prior to award of contract, without assigning reasons thereof, and without thereby incurring any liability to the affected Bidder or Bidders.
- If the order is to be placed on foreign firm, Price quoted should be on INCO term CIP, Hyderabad, India. The firm has to ship the goods with the insurance coverage of 110% of invoice value from the warehouse of origin to the warehouse of INCOIS, Hyderabad, India.
- The un-satisfactory performance / delay in services during warranty period may lead to forfeiture of balance warranty amount, which is at the discretion of Director, INCOIS after ascertaining the circumstances.

Foreign bidders have to give quote/price on the Inco term of CIP, Hyderabad, India basis

## 9. General terms and Conditions

Point No.	Details
1.	Quotation: Quotation have to submitted online in the e-tender portal i.e., <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> only.
2.	A two bid system will be followed in selecting the vendor
3.	Validity Period: Bids/Offeres shall have the validity period of 90 days from the tender closing date.
4.	<b>Delivery Schedule:</b> Bidder must undertake to supply the material as detailed in this Tender Document within 04 months from the date of acceptance of order .
5.	<b>* Acceptance of the order by successful bidder upon AOC :</b> Within 15 days from the date of issue of the PO/Order. If the acceptance communication is not received with in 10days. Then PO would be deemed as accepted and binding to the successful bidder.
6.	<b>Warranty:</b> INCOIS expects that, of the 40 floats supplied, the vendor should provide warranty for 4 years with 10 days duty cycle or equivalent no of profiles before they have a defect.
7.	<p>Earnest Money Deposit (EMD) : An amount of. <b>Rs 16,00,000/- or USD 23,000/-</b> has to be submitted by way of Demand Draft from any Nationalized Bank in favour of "Director, INCOIS payable at Hyderabad". The Scanned copy of the Demand Draft is to be uploaded to the CPP Portal while submitting the offer.</p> <p><i>The original DDs should reach to INCOIS on or before 1430Hrs of December 18, 2019. Offers received without EMD will be summarily rejected.</i></p> <p><i>If a bidder wishes to provide the EMD through BG , the BG (with validity of 90 days from the date of opening of tender + 60 days claim period) has to be sent /forwarded directly by the issuing bank to INCOIS and must reach INCOIS on or before 14 30Hrs of December 18, 2019.</i></p> <p>Contractors registered with Ministry of Micro Small and Medium Enterprises (MSME) /National Small Scale Industries Corporation (NSIC) are exempted from payment of EMD only <b>if the Contractor is manufacturing/providing/supplying the tendered products/services for this particular tender.</b> A copy of valid registration certificate should be submitted along with the technical bid.</p> <p>This deposit will be free of interest. The EMD submitted by the unsuccessful bidder shall be returned to the respective bidder .</p>
8.	<p><b>Tender Document Cost :</b> Tender document can be downloaded from tender portal or our website on <b>Free of Cost.</b> However, if the bidder wishes to collect the tender document personally from our office (INCOIS, Hyderabad) , needs to submit a written request letter along with a demand draft for an amount of Rs. 500/- or USD 10/- issued by any Nationalized Bank in favour of "Director, INCOIS payable at Hyderabad".</p> <p>Vendors registered with Ministry of Micro Small and Medium Enterprises (MSME) /National Small Scale Industries Corporation (NSIC) are exempted from payment of Tender fee only <b>if the vendor is manufacturing and supplying the tendered products for this particular tender.</b> A copy of valid registration certificate should be submitted along with the technical bid.</p> <p>Tender fee/Tender document cost/DD received towards the tender is non refundable.</p>
9.	Preference to Make In India : Preference will be given to the eligible Make in India offered products for this mission critical project, in accordance with the CVC letter No. 018/VGL/022-377353 dated 20.04.2018, pertaining to Department of Industrial Policy and Promotion (DIPP) in connection with Preference to Make in India, Order 2017'(PPP- MII Order) dated 15.07.2017 pursuant to rule 153 (iii) of General Financial Rules 2017.
10.	Start ups: In order to promote make in India and startups, the prior turnover and prior experience for startups shall be relaxed subject to their meeting of quality, technical specifications and tender conditions as per tender. The bidder who intends to participate as

	"start up" company should enclose the certificate towards startup enterprise registration/recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant.
11.	Security Deposit: Successful bidder has to submit 05% of the Order value (Material component) towards Security Deposit by means of Demand Draft drawn in favour of Director, INCOIS payable at Hyderabad or Bank Guarantee from any Nationalized Bank valid for a <b>period of 06 months</b> . The EMD submitted by the successful tenderer shall be converted as Security Deposit and the balance amount required for 05% of order value to be submitted in the form of Demand Draft / Bank Guarantee for the purpose of fulfillment of the contract. This deposit will be free of interest and is refundable after the satisfactory execution of the contract and complete fulfillment of contractual obligations.
12.	SD is liable to forfeiture in the event of : <ul style="list-style-type: none"> <li>a. Non Execution order during validity period of the contract</li> <li>b. If the service of the successful bidder is found to be unsatisfactory and fails to adhere to our tender terms and conditions.</li> <li>b) c. Any unilateral revision made by the successful bidder during the validity period of the contract.</li> </ul>
13.	<p>Payment Terms:</p> <p>If Indian Purchase Order</p> <ul style="list-style-type: none"> <li>• 90% will be released through wire transfer against delivery and acceptance of material at INCOIS, Hyderabad along with proof of FAT (Factory Acceptance Test)</li> <li>• Balance 10% payment will be released upon successful completion of 4 years warranty or against advance bank guarantee for 4 years+60 days claim period of warranty period from the date of acceptance at INCOIS, Hyderabad.</li> </ul> <p>If Foreign Purchase Order</p> <ul style="list-style-type: none"> <li>• LC will be established for 90% order value against submission of Order Acceptance, Proforma Invoice , Proof of FAT, LC details and other shipping documents etc.,</li> <li>• Balance 10% order value will be released through wire transfer upon successful completion of 4 years warranty or against advance bank guarantee for 4 years+60 days claim period of warranty period from the date of shipment.</li> </ul> <p><i>Net payment will be released after statutory deductions. No advance payment will be allowed and no other payment terms will be considered.</i></p>
14.	<p>The Pre Contract Integrity Pact enclosed at <b>Annexure- 3</b> has to be signed and attached/uploaded by all the participating bidders as pre qualification.</p> <p>However, the successful bidder has to sign the Integrity pact as per Annexure 4 on Rs. 200/- non-judicial stamp paper before award of the contract. If the successful bidder is a foreign firm, then INCOIS will arrange the Non Judicial Indian Stamp Paper at free of cost, considering the foreign firms procedural difficulties involved and project timelines.</p> <p>Independent External Monitors (IEMs):</p> <p>i) Shri Arun Kumar, Ex. Secretary, Oil Industry Development Board (OIDB), B 38, Vrindavan Apartment Plot No. 1, Sector 6, Dwaraka New Delhi-110 075 Email: kumararun_53@rediffmail.com, Mobile No. 98106 21113</p> <p>ii) Shri Sushil Gupta, Ex. Chairman, Central Ground Water Board (CGWB) &amp; Central Ground Water Authority (CGWA), No. B 702, Aravali Hieghts, Sector 21 C, Faridabad, Haryana -121 001 Email: sushilanitagupta@yahoo.com, Mobile No. 99997 44061</p>

15.	INCOIS is partially exempted from GST under Notification No. 45/2017-Central Tax (Rate) dated 14.11.2017. Concessional GST under this section is 5% only. INCOIS will issue the Concessional GST Certificate upon request if applicable
16.	<i>GST: The bidder should specifically/particularly state GST if any applicable as extra and the rate at which the same is chargeable, failing which, the prices quoted, will be deemed to be inclusive of such levies. If a particular bidder is not registered under the GST Act, the prices quoted by him will be treated as net and inclusive of all taxes and statutory levies and that any future claims made by him for reimbursement of those levies on account of retrospective registration under the GST Act will under no circumstances be entertained by the INCOIS and that liability for payment of these levies will be wholly and exclusively that of the bidder quoting against our tender.</i>
17.	Bidder should clearly indicate the Make & model of the unit offered by firm along with supporting documents for the model. Bidder should also fill the technical specification compliance sheet enclosed along with its technical offer.
18.	INCOIS is partially exempted from Custom duty under Notification No. 51/96 dated 23.7.1996
19.	Price bid is to be submitted on-line in enclosed price bid format only. Price bids submitted in any other formats will be summarily rejected.  <b><u>Price quoted should be on Inco term CIP, Hyderabad basis, if the order is be placed on foreign firm. Insurance should be obtained for 110% of value from warehouse of origin to warehouse of destination basis.</u></b>
20.	If the quote is offered on High Sea Sale basis, price should be inclusive of clearance charges, Nominal Customs Duty applicable for Duty Exempted items under notification 51/96, Transportation charges including unloading. Standard format of High Sea Sales Agreement will be signed by INCOIS upon submission of the same by the contractor. Documents such as DSIR Registration Copy, Customs Duty Exemption Certificate duly signed by the Head of the Institute/Authorized signatory and Authorization will be provided by INCOIS. The complete responsibility to deliver the material at designated sites lies with the successful bidder only {including payment of nominal customs duty (approx @5.13% at present), clearance of the material and delivery at designated sites}, if the order is to be placed on Indian firm on 'High sea Sales basis'.
21.	Price quoted by Bidder should remain firm during the entire period of contract and no escalation in any form will be considered by INCOIS. No extra will be paid by INCOIS and neither any exemption certificate will be issued.
22.	Bidders should fill and submit the technical compliance sheet along with Techno-Commercial bid. Offers received without the compliance sheet will be summarily rejected.
23.	Tenders not in complete shape or not conforming to technical specifications or not conforming to terms and conditions are liable for rejection.
24.	All relevant above documents must be enclosed with technical bids failing which bids may be ignored and will not be considered for technical evaluation.
25.	The bidder must submit a copy of UNPRICED commercial bid along with the technical bid, which should be identical with the commercial bid except the Price column. Technical bids without the copy of UNPRICED commercial bid shall not be considered.
26.	Full details of technical specifications along with catalogues / literature of the models offered, documentary proof of the eligibility criteria and commercial conditions should be submitted along with the technical bid. Full illustrative literature, details of previous experience with documentary proof, details about agreements entered into with various companies, etc. should be attached separately with the bid.
27.	Proof for fulfillment of eligibility criteria mentioned above should be submitted along with the tender. If the tender is submitted without valid documents, INCOIS shall not consider the bid offered as responsive. Tenders received without proof of eligibility criteria will be rejected
28.	Any deviations technically or commercially should be clearly indicated in the Technical bid offer only.
29.	For iridium communication float, the bidder has to procure the required SIM card and

	incorporate the same in the float, whereas for ARGOS communication float, INCOIS will be providing required ARGOS ID obtained from CLS. Only the recurring cost for transmission will be borne by INCOIS (both ARGOS and Iridium communications) and all other charges towards installation, commissioning, etc will be borne by the Bidder.
30.	<p><b>Liquidated Damages Clause:</b> In case the supply is delayed is attributed to the Tenderer or as per our specifications and in the event of breach of any of the terms and conditions mentioned in the Purchase Order, INCOIS shall have the right.</p> <ol style="list-style-type: none"> <li>To recover at the rate of 1 % per week for the value equivalent to undelivered material against the delay in execution of the order or part thereof subject to a maximum of 10% of the cost of delayed supply.</li> <li>To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of a similar description without canceling the work order in respect of the job not yet due for supply or</li> <li>To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also.</li> <li>To extend the period of delivery with or without penalty shall not be more than agreed liquidated damages referred to in clause (a) above,</li> <li>To forfeit the security deposit full or in part at the discretion of Director, INCOIS.</li> </ol>
31.	<p><b>Force Majeure Clause:</b> If the execution of the contract / supply order is delayed beyond the period stipulated in the contract as a result on out-break of hostilities, declaration of an embargo's or blockage or fire flood, acts of nature or any other contingency beyond the supplier's control, Director, INCOIS may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and his decision shall be final, conclusive and binding. If and when additional time is granted by the INCOIS, the contract/supply shall be read and understood as if it had contained from its inception the delivery date as extended.</p>
32.	<p><b>Patent Indemnification Clause:</b> The Contractor shall indemnify and keep indemnified the purchaser from and against any and all claims, action, cost charges and expenses arising from or for infringement of patent rights, copy right and other protected rights of any design, plans, diagrams drawings in respect of the stores supplied by the contractor or any of the manufacturing methods or process adopted by the contractor for the stores supplied under the contract. In the event of any claim being made or action being brought against the purchaser in respect of the matter referred above, the contractor shall promptly be notified thereof and he shall at his own expense, conduct all negotiations for settlement of the same and any drawings, plans or diagrams or any manufacturing methods or of patent or any other protected rights and use thereof is at no costs to the latter, the rights to continue using the same or to the extent it is possible to replace the same so as to avoid such infringement and subject to approval by the purchases or modify them so that they become non-infringing but such modifications shall otherwise be to the entire satisfaction of the purchaser. The provision of this clause shall remain effective and binding upon the contractor even after the completion, expiration or termination of the contract.</p>
33.	If any tenderer withdraws his tender after price bid is opened, with in the validity period or makes any modifications in the terms and conditions of tender, which are not acceptable to the INCOIS, then INCOIS shall without prejudice to any other right or remedy available to it, be at liberty to forfeit the partial or entire Earnest Money amount.
34.	The bidder shall sign and upload the Bids with the exact name and address of the firm, which is bidding for the tendered work.
35.	The Bids shall be uploaded only after signed by a duly authorized officer of the firm which is bidding for the tendered work, and in the case of a Corporation, seal, or otherwise appropriately executed under seal.
36.	Where the Bid is made by a Consortium, the bid shall specifically indicate the members of the consortium by whom and/or on whose behalf the Bid is being made and shall indicate with reference to each whether such member contributes directly to the work or not and, if so, to

	what extent he contributes to the said work. In the event of a person/firm who is not a member of the said consortium, details of name and address of such person/firm shall be accompanied by valid proof of authority drawn in favor of Consortium to bind such person/firm.
37.	The acceptance of tender will solely rest with Director, INCOIS who does not bind himself to accept the lowest or any other tender. No reasons will be furnished for acceptance or rejection of any tender.
38.	Canvassing in connection with tender is strictly prohibited and any canvassing will render the bid of such tenderer ineligible.
39.	Director, INCOIS reserves the right to cancel the tender at any stage due to any technical /administrative reasons. The bidder shall not have any claim under what so ever reasons.
40.	INCOIS reserves the right to alter the scope/ reduce/ enhance quantum of quantities, before/after issue of work order and tenderer shall not have any claim whatsoever on this account. INCOIS also reserves the right to split the tender and award to separate tenderer(s) if necessary and tenderer shall not have any claim whatsoever on this account.
41.	In case of any un resolved dispute or differences arising at any time between this Institute and the firm holding the contract, these shall be resolved in terms of the Arbitration and Conciliation Act 1996 and held at Hyderabad, Telangana, India only. Further, this contract is subject to laws of India alone

**10) Technical Clarifications:** INCOIS has made every effort to bring out the requirements to facilitate the Firms to make their proposals. However, keeping in view that Firms may require clarifications on certain points in this Document before submitting their Proposal, such queries or clarifications on tender document, if any, may be submitted by the firms (via e-mail) on or before 09 00 Hrs of **November 28, 2019** *Note: Firms may submit a consolidated query only once.* e-mail: patabhi@incois.gov.in; sureshkumar@incois.gov.in E-mail subject should be mentioned as "**Queries on tender for Supply of 40 Argo Profiling floats at INCOIS, Hyderabad - reg**". All the clarifications will be consolidated and clarified to the bidders through corrigendum/addendum and the same will be uploaded in the CPP Portal and added in the tender column at INCOIS Web site (if required only).

**11) Contact & Delivery details:**

1) Head-ODG  
Indian National Centre for Ocean Information Services (INCOIS),  
Ministry of Earth Sciences, Govt. of India  
"Ocean Valley", Pragathi Nagar (BO), Nizampet (SO)  
Hyderabad - 500 090, TS., India  
Phone No.:040-23895008 / 23886008  
Fax No.: 040-23895001 / 23892910  
e-mail: patabhi@incois.gov.in / sureshkumar@incois.gov.in

2) Director  
Indian National Centre for Ocean Information Services  
(INCOIS)  
Ministry of Earth Sciences, Govt. of India  
"Ocean Valley", Pragathi Nagar (BO), Nizampet (SO)  
Hyderabad - 500 090, TS., India  
Fax: 040 2389 5001 / 23892910  
e-mail: [director@incois.gov.in](mailto:director@incois.gov.in)

**Delivery address:**

The Director,  
Indian National Centre for Ocean Information Services (INCOIS) Ministry of Earth  
Sciences, Govt. of India  
"Ocean Valley", Pragathi Nagar (BO), Nizampet (SO)  
Hyderabad - 500 090, TS, India  
Phone No.:040-23895000 / 23886001  
Fax No.: 040-23895001 / 23892910

*We have read and understood the above terms and conditions in detail and the same are accepted by us.*

Signature of the Tenderer/ Authorised Signatory & date

Name

OFFICE SEAL,

Address

*Note: The bidder/tenderer has to sign & stamp on all pages of tender document and upload the same*

**BANK GUARANTEE FORMAT FOR BID SECURITY:**

Whereas.....<sup>1</sup> (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 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 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 shall remain in force up to \_\_\_\_\_from the date of submission of the bid and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

Name of the Bidder

Warranty Clause Undertaking

We here by confirm that the Warranty clause specified in the RFP/Order is applicable For the items shipped under PO No. .... Dated ..... Vide HAWB No. ....; MAWB No. .... Dated .....

We shall be responsible for repair/replacement of the entire Argo Profiling Floats/ parts as required if the items are found damaged/non-operational subject to the Warranty clause and terms during the nominal period of 4 years mission, at no extra cost to INCOIS provided the Warranty claim is found to be valid.

Signature  
Name of the Bidder  
Seal



## PRE-CONTRACT INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of \_\_\_\_\_ 2017, between, on one hand, the President of India acting through Sri....., Designation of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, 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 **Supply of 40 Argo Profiling floats at INCOIS, Hyderabad** and the BIDDER/ Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a 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 the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

### Commitments of the BUYER

1.1 The BUYER 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 any such information to any particular BIDDER which could afford an advantage to that particular BIDDER comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to 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 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 by 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 or post-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, favour, 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, favour, 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 or 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 disfavour to any person in relation to the contract or any other contract with the Government.

3.3\* BIDDERS shall disclose the name and addresses 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 of the services agreed 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 BIDDER 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 contained 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 actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any 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 financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

3.13 The BIDDER shall not lend to or borrow any money from or enter 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 could justify BIDDERS 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 Tender) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.

(i) Bank Draft or a Pay Order in favour of \_\_\_\_\_

(ii) A confirmed guarantee 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 conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the Tender)

5.2 The Earnest Money / Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of 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 provision of Sanctions for violations shall be applicable for 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.

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. Sanctions for Violations.**

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

(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 thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from 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 the 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 process 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 cases 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 forfeiture 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 Fall 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 of 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 the 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, India

Independent External Monitors (IEMs):

i) Shri Arun Kumar, Ex. Secretary, Oil Industry Development Board (OIDB),  
B 38, Vrindavan Apartment Plot No. 1, Sector 6, Dwaraka New Delhi-110 075  
Email: kumararun\_53@rediffmail.com, Mobile No. 98106 21113

ii) Shri Sushil Gupta, Ex. Chairman,  
Central Ground Water Board (CGWB) & Central Ground Water Authority (CGWA),  
No. B 702, Aravali Heights, Sector 21 C, Faridabad, Haryana -121 001  
Email: sushilanitagupta@yahoo.com, Mobile No. 99997 44061

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 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 amount 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 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, warrant 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. Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER Designation

Dept./Ministry/PSU

Witness:

Witness:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

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.

**Instructions for Online Bid Submission:**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates.

The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click **here to Enroll**” on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option. To avoid the time and effort required in uploading the same set of standard documents which are required to be

submitted as a part of every bid, a provision of uploading such standard documents(e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders.

4. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured. Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800-3070-2232.