



ESSO  
INCOIS: PUR:08/2019



28.12.2020

**Request for Proposal for "Supply, Installation & Commissioning of 01 No of GPS Time and Frequency System with one year standard onsite warranty and five years extended onsite warranty"**

Dear Sirs,

On behalf of Director, ESSO-INCOIS tenders are invited in "Two Bid System" (Technical Bid and Price Bid) from tenderer's with appropriate registration having adequate resources and setup and dealing with similar works on regular basis for "Supply, Installation & Commissioning of GPS Time & Frequency System". 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, Installation , Commissioning of 01 No of GPS Time & Frequency System with one year standard onsite warranty and five years extended onsite warranty
2.	Submission of Bid	:	Please note that the subject tender has to be submitted online via e-tender portal only.
3.	Type of Bid	:	Two Bid Cover I - Techno-Commercial Bid Cover II - Price Bid in the prescribed format.
4.	Earnest Money Deposit (EMD)	:	A bid securing declaration to be submitted on your letter head as per Annexure -I
5.	Last date for seeking the clarifications	:	On or before 09 00Hrs of January 07, 2021
6.	Bid submission due date online	:	On or before 1500 Hrs of January 20, 2021
7.	Bid opening date	:	After 16 00 Hrs of January 21, 2021
8.	Bid validity	:	90 days from the date of opening of tender
9.	Delivery Period	:	Within 90 days from the date of acceptance of the order
10.	*Acceptance of the Order by the successful bidder upon AOC	:	* Within 10 days from the date of issue of the PO/Order.

Being an e-tender the bid has to be submitted online through the e-tender portal i.e., <https://eprocure.gov.in/eprocure/app>. Kindly refer **Appendix** for the detailed procedure. For any assistance, please contact help line of e-Tender portal. The following personnel may also be contacted: Mr. Devendra Kumar (email: [devendra.kumar@incois.gov.in](mailto:devendra.kumar@incois.gov.in); Phone No. 040 23886074)/Mr. R V Giridhar (email: [rvgiridhar@incois.gov.in](mailto:rvgiridhar@incois.gov.in) Phone No. 040-2388 6055)

INCOIS may, at its discretion, extend the deadline for submission of bids by issuing a corrigendum, 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.040-2388 6000 , Fax No.040-23892910

**Index: Supply, Installation & Commissioning of 01 No of GPS Time & Frequency System with one year standard onsite warranty and five years extended onsite warranty**

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### 1. INTRODUCTION

Indian National Centre for Ocean Information Services (ESSO\_INCOIS), an autonomous body under the Ministry of Earth Sciences, Govt. of India, is a premier scientific institute of the country, functioning on a 24X7 basis to provide ocean data, information, and advisory services to society, industry, government, and scientific community through sustained ocean observation and constant improvement in ocean models through systematic and focused research.

INCOIS is located at Pragathi Nagar (approximately 3 km from JNTU), "Ocean Valley", Pragathi Nagar P.O., Nizampet S.O., Hyderabad - 500090, in 60-acre premises and started to functioning at its premises in 2004.

Through this notice, INCOIS is inviting a tender for Supply, Installation & Commissioning of 01 No of GPS Time & Frequency System with one year standard onsite warranty and five years extended onsite warranty.

### 2. Scope of Tender

Scope of the work is to Supply, Installation & Commissioning of 01 No of GPS Time & Frequency System at INCOIS with one year standard onsite warranty and five years extended onsite warranty with support and service at site.

### 3. Deliverables

Material component		
1	GPS Time & Frequency System	1 No
2	Necessary cables & required accessories	1 set
3	Operation and maintenance manual & Troubleshooting manual (both Hardcopy and softcopy)	1 set
Service Component		
4	1 year on site standard warranty with 5 years extended onsite warranty	

#### 4. Technical Specifications

GPS Time & Frequency System with the Options & Specifications:

1. GPS Receiver
  - L-1 Frequency : 1575.4 MHz
  - Tracking : Minimum 12 channel tracking with TRAIM
  - Output Accuracy : 1 PPS output accuracy to UTC +/- 30 ns or Better
2. Oscillator:
  - Oscillator type : Built in TCXO or OCXO oscillator
  - Accuracy when GPS locked :  $1 \times 10^{-11}$  per day or Better
  - Short term stability  
(Allan variable) :  $2 \times 10^{-9}$  per 1 Sec or Better  
:  $3 \times 10^{-10}$  per 100 Sec or Better
  - Medium Stability  
(When GPS not Locked) :  $5 \times 10^{-7}$  per Day or Better
3. Antenna:
  - Cable type : Input BNC female to GPS Rx,
  - Operating temperature :  $-15^{\circ}\text{C}$  to  $+55^{\circ}\text{C}$
  - Humidity : 95%, Non condensing
  - Cable length : 50 mtr with good quality
  - Connectors : Receiver end BNC
4. NTP (Network Time Protocol):
  - Network interface 10/100/1000 Base-T, Ether net RJ-45 port
  - Telnet, FTP for user interface and configuration
  - Network Time protocols support
    - a. NTP v4 / v6
    - b. SNTP
    - c. SNMP
  - Client Software for synchronizing Servers/PC's/Workstations across the Network (Windows / Linux - OS).
5. IRIG Serial Multi code outputs:
  - Programmable formats
  - Output ports : 4
  - Output Connector type : BNC
  - Modulation type : Amplitude Modulation (AM)
  - Modulation Ratio : 2:1 to 5:1 (Adjustable)
  - Peak - Peak to Voltage : 0v - 6 volt
  - Impedance : 50 ohms
  - Formats : IRIG-A, B, E, G, NASA 36
6. Front panel:
  - Display for time and user setting with keypad
7. Power Supply:
  - Input Voltage : 100 - 240 VAC
  - Frequency : 50 - 60 Hz ( $\pm 10\%$ )
  - Power Chord : 5A/3 Pin Indian type

- Operating temperature : 0° C to + 50° C
- Storage Temperature : -30° C to +85° C
- Humidity : 95% non condensing

8. Unit Size:

- 1 U or 2U Standard size with necessary Rack mount accessories.

9. Condition:

Vendor to submit the following papers

- Complete Technical Data sheet
- Compliance statement with respect to each of the Specifications mentioned in the tender document
- Authorized Dealer/Supplier certificate from OEM
- Unit to be Installed at INCOIS, Hyderabad
- Demonstration for full functional capability.
- **The quoted model should automatically handle GPS rollover issue beyond 2030.**

## 5. Eligibility Criteria

Only those bidders fulfilling the following criteria should respond to the tender.

- The Tenderer must be a registered firm with experience of having supplied, installed, commissioned and maintained Time & Frequency system (GPS Receiver) India/abroad.
- Each OEM is allowed to bid directly or through a single system integrator (SI) / Bidder for this tender.
- The bidder should provide profile of their company including its infrastructure, technical manpower and their expertise.
- Earnest Money Deposit (EMD) : A bid securing declaration to be submitted on your letter head as per Annexure -I
- Vendor should provide list of clients, address and the installation/commissioning reports.
- The Tenderer must be a Company registered under Indian Company Act 1956 or a registered firm. Registration certificate, PAN and GST certificates to be submitted.
- The bidder should have an average annual financial turnover of Rs. 3.30 lakhs 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. Net worth of the company should not have been eroded by 30% over the last 3 years. Proof of turnover and Proof of annual profit certificate issued by the chartered accountant to be submitted.
- Vendor should have well established service / support centre in India with trained / certified manpower in maintaining the infrastructure covered under this tender. The details of location of service / support centre is to be submitted.
- The Quoted “**GPS Time and Frequency System**” should be operational in remote sensing ground stations for minimum 2 years and submission of clients satisfactory testimonials is mandatory.
- Escalation matrix with full contact details, for the resolution of reported issues during warranty period.
- Tenderer (OEM/SI) should have past experience in similar nature of works in last seven years ending previous day of last date of submission of the online Bid. Out of which one work of value Rs. 6.60 lakhs or two works of value Rs. 4.95 lakhs or three works of value Rs.3.30 lakhs. Client certificates / PO to be enclosed in this regard.
- Tenderer must submit “Letter of Authorization” from manufacturer else quote would not be considered.

- 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.
- The systems should not be obsolete within next 7 years. The support, service and spares are to be available for providing uninterrupted service to INCOIS. Undertaking is to be submitted by the bidder along with the bid towards confirmation.
- Confirmation/undertaking on the letter head of the bidder duly signed and stamped by the authorised signatory towards the supply of tendered materials (make and model) along with accessories/spares/connectors etc are invariably not from the land border sharing countries with India as per Ministry of Finance Department of Expenditure Office Memorandum No. 6/18/2019-PPD DT. 23.07.2020 till complete execution of the contract.
- **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:**

- Proposals of bidders which do not fulfill the eligibility criteria or which fail to submit documentary proof for all the points under eligibility criteria will not be considered for further evaluation.
- The bids submitted without EMD Declaration (as per point No. 7 of clause 10) will be summarily rejected and no further communication in this regard will be entertained.

**6. Contents of the Bid**

The quote should be submitted in two bid format. (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.
- Part/conditional/incomplete quotations will not be accepted.

**Table-1: Technical Compliance Statement**

S No.	Description	Make & Model	Compliance status Yes/No	Page number against the Proof attached.	Remarks/deviations, if any
<b>Technical specifications:</b>					
1.	GPS Time & Frequency System with Options & Specifications (As per section 4)				
<b>General Terms &amp; Conditions:</b>					
2.	Earnest Money Deposit (EMD) : A bid securing declaration to be submitted on your letter head as per Annexure -I				
3.	The Tenderer must be a Company registered under Indian Company Act 1956 or a registered firm. Registration certificate to be submitted. Proofs for Registration of company, PAN and GST certificates to be submitted.				
4.	Tenderer (OEM/SI) should have past experience in similar nature of works in last seven years ending previous day of last date of submission of the online Bid. Out of which one work of value Rs. 6.60 lakhs or two works of value Rs. 4.95 lakhs or three works of				

	value Rs.3.30 lakhs. Client certificates / PO to be enclosed in this regard.			
5.	The bidder should have an average annual financial turnover of Rs. 3.30 lakhs 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. Net worth of the company should not have been eroded by 30% over the last 3 years. Proof of turnover and Proof of annual profit certificate issued by the chartered accountant to be submitted.			
6.	The Quoted GPS receiver should be operational in remote sensing ground stations for minimum 2 years and submission of clients satisfactory testimonials is mandatory.			
7.	Signature on all the pages of the tender document, including addendum/ corrigendum, if any, issued by INCOIS.			
8.	Letter of satisfactory services from Clients (Clients testimonials) for such similar nature of works.			
9.	Escalation matrix with full contact details, for the resolution of reported issues during warranty period.			
10.	The systems should not be obsolete within next 7 years. The support, service and spares are to be available for providing uninterrupted service to INCOIS. Undertaking is to be submitted by the bidder along with the bid towards confirmation.			
11.	Confirmation/undertaking on the letter head of the bidder duly signed and stamped by the authorised signatory towards the supply of tendered materials (make and model) along with accessories/spares/connectors etc are invariably not from the land border sharing countries with India as per Ministry of Finance Department of Expenditure Office Memorandum No. 6/18/2019-PPD DT. 23.07.2020 till complete execution of the contract.			
12.	<b>Start ups:</b> 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.			

**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.

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

**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.
- 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.)
- Part/conditional/incomplete quotations will not be accepted.
- The Director, INCOIS reserves the right to choose, accept or reject any or all requests / offers, in full or part, at any stage, reduce or increase the quantity without assigning any reasons therefore. The quantity/number shown in the document is only indicative.

- The price of the 5 years extended onsite warranty cost will also be considered in price bid for arriving L1. **However placement of orders for extended onsite warranty will be at the discretion of INCOIS.**

S.No	Description	Qty	Unit price (Rs.)	Total price (Rs.)
1	GPS Time & Frequency System with necessary cables and OEM manual along with 1 year standard onsite warranty.	1 No.	Please do not quote price here.	
2	Extended onsite warranty support for 2 <sup>nd</sup> and 3 <sup>rd</sup> year after completion of 1 year standard onsite warranty.	2 Years		
3	Extended onsite warranty support for 4 <sup>th</sup> and 5 <sup>th</sup> year after completion of 2 <sup>nd</sup> and 3 <sup>rd</sup> year Extended onsite warranty.	2 Years		
4	Extended onsite warranty support for 6 <sup>th</sup> year after completion of 4 <sup>th</sup> and 5 <sup>th</sup> year Extended onsite warranty.	1 Year		

### 7. Quality of Service:

The Technical documentation (Manual) - one set hard copy and soft copy having detailed instructions for Installation, Operations, Maintenance and trouble-shooting is to be delivered along with the delivery of the material.

The vendor should provide OEM warranty support (incl. Test reports, calibration certificates etc). The vendor shall be responsible for replacing any defective part / parts (consumable / non-consumable) without any extra cost to INCOIS during the warranty period.

### Service clause - Annual Maintenance & Repair operations:

- I. For the defects noticed during the entire service period, replacement/rectification should be arranged free of cost. The to and fro freight charges shall be borne by the successful bidder during warranty period if any. The successful bidder has to do preventive maintenance of the system once in 6 months
- II. The vendor shall be responsible to provide necessary updates for various firmware/software released by OEM from time to time without any extra cost to INCOIS during the warranty period.
- III. The vendor should have sufficient spares for the maintenance of **GPS Time & Frequency System**. In case of any problem/break-down of the equipment, the problem has to be rectified within 10 days.

If the problem is not rectified in the specified time, the penalty clause will be applicable as below:

Penalty clause:

1	Number of days in a month	Penalty
2	11 - 14 days	5%
3	15-20 days	10%
4	21-30 days	50%
5	>31	100%

**SLA (Service level agreement Proforma at Annexure):** A Service Level Agreement is required to be executed between successful bidder and INCOIS. The vendor/authorised representative should submit the SLA in prescribed format on Indian non-judicial stamp paper worth Rs. 200/- duly signed by authorised signatory within 30 days of acceptance of the order.

## 08. 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
  - Track Record of similar projects executed
  - Technical Compliance of the Products Quoted
  - Price & Acceptance to Payment Terms
- The purpose of two bid system (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.
    - On the due date, Technical bids will be opened.
    - The bids submitted together will be examined vis-a-vis the tendered specifications and evaluation is made accordingly.
    - Bids complete in all respects will qualify for further evaluation.
    - After completion of technical evaluation, the commercial bid of the technically qualified bidders will be opened through e-Portal (CPPP).
    - Preference will be given to the eligible Make in India offered products for this scientific requirement.

## 09. 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. The price of the 5 years extended onsite warranty cost will also be considered in price bid for arriving L1. **However placement of orders for extended onsite warranty will be at the discretion of INCOIS.**
- 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 organization, 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.

## 10. 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/Offer shall have the validity period of 90 days from the tender closing date.
4.	<b>Delivery Schedule:</b> Within 90 days from the date of acceptance of the order
5.	<b>* Acceptance of the order by successful bidder upon AOC :</b> Within 10days 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 clause: 01 year standard onsite warranty and 05 years extended onsite warranty.</b> One year standard onsite warranty of the Equipment will start from the date of Installation & Acceptance of the system at INCOIS. During standard warranty and extended warranty period the successful bidder has to do preventive maintenance of the system once in 6 months.



7.	<b>Earnest Money Deposit (EMD)</b> : A bid securing declaration to be submitted on your letter head as per Annexure -I.					
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/- 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. Tender fee/Tender document cost/DD received towards the tender is non refundable.</p>					
9.	Preference will be given to the eligible Make in India offered products for this scientific requirement.					
10.	Bidder's from a country which shares a land border with India will not be eligible to participate in this tender, unless the bidder is registered with Department for Promotion of Industry and Internal Trade (DPIIT) under Order (Public procurement No. 1) issued by Ministry of Finance, Department of Expenditure in line with OM No. F.No.6/18/2019-PPD dt 23rd July, 2020 inserting Rule 144 (xi) in GFR 2017.					
11.	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.					
12.	Performance Guarantee: In case of placement order for extended onsite warranty, successful bidder has to submit 3% of the extended warranty Order value towards Performance Guarantee by means of Demand Draft drawn in favour of Director, INCOIS payable at Hyderabad or Bank Guarantee from any Nationalized Bank valid for a period of <b>6 years, and 60 days</b> . This deposit will be free of interest and is refundable after the satisfactory execution of the contract and complete fulfillment of contractual obligations					
13.	<p>PG is liable to forfeiture in the event of :</p> <p>a. Non execution of order during validity period of the contract</p> <p>b. If the service of the successful bidder is found to be unsatisfactory and fails to adhere to our tender terms and conditions.</p> <p>c. Any unilateral revision made by the successful bidder during the validity period of the contract.</p>					
14.	<p>Payment Terms:</p> <table border="1"> <tr> <td>Delivery of equipment</td> <td> <p>90% value will be released upon supply and acceptance of material and successful completion of installation, testing, commissioning, demonstration, training at INCOIS along with signing of SLA.</p> <p>10% will be paid after successful completion of one year warranty period or against submission of advance bank guarantee from a nationalized bank for the like amount valid for a period of 1 year 2 months.</p> </td> </tr> <tr> <td>Extended onsite warranty for a period of 5 years</td> <td>100% charges for 6 months rendered services on half yearly basis (upon completion of preventive maintenance service once in 06 months) against submission of the invoice in original and subject to satisfactory performance.</td> </tr> </table> <p><i>No advance payment will be allowed and no other payment terms will be considered.</i></p>		Delivery of equipment	<p>90% value will be released upon supply and acceptance of material and successful completion of installation, testing, commissioning, demonstration, training at INCOIS along with signing of SLA.</p> <p>10% will be paid after successful completion of one year warranty period or against submission of advance bank guarantee from a nationalized bank for the like amount valid for a period of 1 year 2 months.</p>	Extended onsite warranty for a period of 5 years	100% charges for 6 months rendered services on half yearly basis (upon completion of preventive maintenance service once in 06 months) against submission of the invoice in original and subject to satisfactory performance.
Delivery of equipment	<p>90% value will be released upon supply and acceptance of material and successful completion of installation, testing, commissioning, demonstration, training at INCOIS along with signing of SLA.</p> <p>10% will be paid after successful completion of one year warranty period or against submission of advance bank guarantee from a nationalized bank for the like amount valid for a period of 1 year 2 months.</p>					
Extended onsite warranty for a period of 5 years	100% charges for 6 months rendered services on half yearly basis (upon completion of preventive maintenance service once in 06 months) against submission of the invoice in original and subject to satisfactory performance.					
15.	INCOIS is partially exempted from GST under Notification No. 45/2017-Central Tax (Rate) dated 14.11.2017. <b>Concessional GST under this section is 5% only. INCOIS will issue the Concessional GST Certificate upon request.</b>					
16.	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.
17.	Bidder should clearly indicate the Make & model of the unit offered by him along with supporting documents for the model. Bidder should also fill the technical specification compliance sheet enclosed along with his technical offer.
18.	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.
19.	Bidders should fill and submit the technical compliance sheet along with Techno-Commercial bid. Offers received without the compliance sheet will be summarily rejected.
20.	Tenders not in complete shape or not conforming to technical specifications or not conforming to terms and conditions are liable for rejection.
21.	All above relevant documents must be enclosed with technical bids failing which bids may be ignored and will not be considered for technical evaluation.
22.	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.
23.	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.
24.	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
25.	Any deviations technically or commercially should be clearly indicated in the Technical bid offer only.
26.	The vendor shall be liable and responsible for any defect in the composition or substance and defect in the workmanship or process of manufacture and defect in the design of goods, shall make good by free replacement or repairs defects which under normal use appear therein or arise from defective composition or substance of material defective workmanship or process of manufacture and defective design as per the reliability/warranty clause.
27.	<p><b>Liquidated Damages Clause:</b> In case the supply/delivery/services is delayed and delay is attributed to the Tenderer or is not 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> <p>a) To recover at the rate of 0.5% per week for the value equivalent to undelivered material / services against the delay in execution of the order or part thereof subject to a maximum of 10% of the services/material not executed/delivered.</p> <p>b) To purchase elsewhere, after due notice to the Tenderer Inc., on the account and at the risk of the defaulting supplier for the stores/services not supplied or others of a similar description without cancelling the work order in respect of the job not yet due for supply or</p> <p>c) To cancel the order or a portion thereof and if so desired to purchase the stores / services at the risk and cost of the defaulting supplier and also.</p> <p>d) To extend the period of delivery with or without penalty shall not be more than agreed liquidated damages referred to in clause (a) above,</p> <p>e) To forfeit the security deposit full or in part at the discretion of Director, INCOIS.</p>
28.	<p><b>Force Majeure Clause:</b></p> <p>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 , pandemic declared by WHO/Govt. authorities causing stoppage of work beyond the supplier's /INCOIS 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</p>

	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.
29.	<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.
30.	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.
31.	The bidder shall sign and upload the Bids with the exact name and address of the firm, which is bidding for the tendered requirement.
32.	The Bids shall be uploaded only after signed by a duly authorized officer of the firm which is bidding for the tendered requirement, and in the case of a Corporation, seal, or otherwise appropriately executed under seal.
33.	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.
34.	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.
35.	Canvassing in connection with tender is strictly prohibited and any canvassing will render the bid of such tenderer ineligible.
36.	INCOIS reserves the right to alter the scope/or reduce quantum of work, before/after issue of work order and tenderer shall not have any claim whatsoever on this account.
37.	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

**11) Clarifications & Contact details:** Queries or clarifications on tender document, if any, may be submitted by the firms (via e-mail) on or before **0900 Hrs of January 07, 2021** *Note: Preferably the Firms should submit a consolidated query.* e-mail: [pattabhi@incois.gov.in](mailto:pattabhi@incois.gov.in)/[venu@incois.gov.in](mailto:venu@incois.gov.in) E-mail subject should be mentioned as " Supply, Installation & Commissioning of 01 No GPS Time & Frequency System ".

1) Head-TWG  
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, T S., India  
Phone:009140 2389 5008; FAX: 009140- 23895008  
E-mail: [pattabhi@incois.gov.in](mailto:pattabhi@incois.gov.in); [venu@incois.gov.in](mailto:venu@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, T.S., India  
Fax: 040 2389 5001 / 23892910  
e-mail: [director@incois.gov.in](mailto:director@incois.gov.in)

**3) Delivery address:**

Indian National Centre for Ocean Information Services (INCOIS)  
"Ocean Valley", Pragathi Nagar (BO), Nizampet (SO)  
Hyderabad - 500 090, T.S., India

*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*

**BID-SECURING DECLARATION FORM**

**Bid No.INCOIS:PUR:08/2019 date22.12.2020; Tender for Supply, Installation & Commissioning of 01 No of GPS Time and Frequency System with one year standard onsite warranty and five years extended onsite warranty**

**To  
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,**

I/We. the undersigned, declare that: I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Dated on \_\_\_\_\_ day of \_\_\_\_\_

**Signature of the Tenderer/Authorised Signatory & date**

**Name of the authorized signatory:**

**OFFICE SEAL,**

**Designation:**

**Name of the Bidder:**

**Address:**

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

**Proforma of Service Level Agreement**

**THIS AGREEMENT made on this .....day of ....., ..... by and between**

**Indian National Centre for Ocean Information Services**, an autonomous body under Ministry of Earth Sciences, Govt. of India, New Delhi, having its regional office located at address "Ocean valley", Pragathi Nagar (BO), Nizampet (SO), Hyderabad - 500090 {hereinafter referred to as "INCOIS" which expression shall unless repugnant to the context mean and include its successors and permitted assigns} represented by..... on the one part

And

.....having its registered office at address ..... {hereinafter referred to as "....." which expression shall unless repugnant to the context mean and include its successors and permitted assigns} represented by Shri .....on the other part.

WHEREAS INCOIS is desirous of avail the avail the following certain services:

**"Supply, Installation & Commissioning of 01 No of GPS Time and Frequency System with one year standard onsite warranty and five years extended onsite warranty"** PO vide No. .... for ..... placed on ..... against INCOIS Tender ID No. ....; Ref No. .... dt..... and through the BID No. .... dated ..... of M/s ..... is willing to provide the said services to the INCOIS on the terms and conditions hereinafter appearing;

**NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as under:**

**1. Scope of Work:** Supply, Installation & Commissioning of 01 No of GPS Time & Frequency System at INCOIS with one year standard onsite warranty and five years extended onsite warranty with support and service at site.

**2. Deliverables**

<b>Material component</b>		
1	GPS Time & Frequency System	1 No
2	Necessary cables & required accessories	1 set
3	Operation and maintenance manual & Troubleshooting manual ( both Hardcopy and softcopy)	1 set
<b>Service Component</b>		
4	1 year on site standard warranty with 5 years extended onsite warranty	

**3. Price Break up :**

Vide PO No. .... dt. .... on ..... Basis

**3. Terms of Payment :**

**(A) Material Component:** 90% value will be released after supply and acceptance of material and successful completion of installation, testing, commissioning, demonstration and training at INCOIS along with signing of SLA. Balance 10% will be released after successful completion of one year warranty or on submission of advance BG for the said amount and period plus 60 days.

**(B) Service Component/ CAMC Order:** 100% charges for 6 months rendered services on half yearly basis (upon completion of preventive maintenance service once in 06 months) against submission of the invoice in original and subject to satisfactory performance.

Net payment will be released after statutory deductions. No advance payment will be allowed and no other payment terms will be considered.

4. Terms of Price : .....

5. Taxes : .....

6. Mode of Dispatch : .....

7. (A) Delivery Period for material order: -----

(B) Contract period for Service component/CAMC Order: .....

8. The period and the date of the delivery of the stores stipulated shall be deemed to be of the essence of the Contract. Delivery of the Stores must be completed by the period and date specified. In the event of failure of delivery within the stipulated date, Liquidated Damages clause will be made applicable

**9. Warranty:**

a) **Material Components:** .....

b) **Service Component/ CAMC Order:** .....

**10. Deposits:**

a) Security Deposit: ..... has to submit 3% of the Order value (Material Order) within 15days 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 period of 06 months. This deposit will be free of interest and is refundable after the satisfactory execution of the contract and complete fulfillment of contractual obligations

b) Performance Guarantee: ..... has to submit 3% of the CAMC Order value towards Performance Guarantee by means of Demand Draft drawn in favour of Director, INCOIS payable at Hyderabad or Bank Guarantee from any Nationalized Bank valid for a period of 6 years, and 60 days. This deposit will be free of interest and is refundable after the satisfactory execution of the contract and complete fulfillment of contractual obligations.

(i) SD/PBG is liable to forfeiture in the event of :

a) Non-execution of order during validity period of the contract

b) If the service of the ..... is found to be unsatisfactory and fails to adhere to our tender terms and conditions.

c) Any unilateral revision made by ..... during the validity period of the contract.

**11. Liquidated Damages Clause:** In case the supply/delivery/services is delayed and delay is attributed to the ..... or is not 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:

a) To recover at the rate of 0.5% per week for the value equivalent to undelivered material/ services against the delay in execution of the order or part thereof subject to a maximum of 10% of the services/material not executed/delivered.

b) To purchase elsewhere, after due notice to ..... on the account and at the

- risk of the defaulting supplier for the stores/services not supplied or others of a similar description without cancelling the work order in respect of the job not yet due for supply or
- c) To cancel the order or a portion thereof and if so desired to purchase the stores / services at the risk and cost of the defaulting supplier and also.
- d) To extend the period of delivery with or without penalty shall not be more than agreed liquidated damages referred to in clause (a) above,
- e) To forfeit the security deposit full or in part at the discretion of Director, INCOIS.

12. **Quality of Service:** as per tender terms

13. **Penalty Clauses:** As per tender terms

14. **Termination Clause:**

Director, INCOIS reserves the right to terminate the contract either while or part of the contract with one month notice without assigning any reason therefore.

15. **Force Majeure Clause :**

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 , pandemic declared by WHO/Govt. authorities causing stoppage of work beyond the supplier's control, or INCOIS control ..... and 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.

16. **Amendment to Agreement:** Any amendment to the Terms and Conditions of this agreement if required may be made as per mutual consent of INCOIS and ..... The Amendment of the agreement would take place through an addendum to this agreement as an Appendix of this agreement.

17. **Confidentiality and Non Disclosure Agreement:**

The ..... shall keep confidential and shall not, without the written consent of the INCOIS, divulge to any third party any documents, data or other information furnished directly or indirectly by the INCOIS in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

18. **Indemnity:**

..... shall indemnify and hold harmless the INCOIS from any loss, injury, claim or damage resulting from death or any injury to any ....., employee during the execution of the order ibid. The indemnity will also extend to similar losses occurring due to natural calamity. For ensuring the safety of the personnel ....., shall carry out the activities in accordance with the standard safety operating procedures.

INCOIS will indemnify, defend and hold ..... harmless from any claim or damage resulting from any intellectual property infringement, death or injury to any person or property of ..... arising out of the use or possession of the facilities/ equipment or location of the INCOIS by ....., unless caused by the negligence of ..... personnel and the limitation of liability provided herein shall not apply to such loss, injury, claim or damages.

19. **Limitation of Liability:**

....., shall remain liable to and shall indemnify INCOIS in respect of any cause of action, claims damages, compensation or costs, charges and expenses arising out of any accident or injury sustained by any workmen or other person whether in the employment of ....., or not, while in or upon the said project or the site if the same arising out of any act, default or negligence, error in judgment on his part or on the part of his workmen and agents for the current scope of work under this contract. In any event, the aggregate liability in terms of monetary value of the contract ....., shall not be in excess of the contract value as per the respective purchase orders.



20. The parties hereto shall resolve their differences through mutual negotiations followed, if necessary, by Conciliation. Dispute, if any, still persisting between the parties hereto or their representatives in interest or affiliates/associates/ nominees/assigns, shall be referred for arbitration under the Arbitration and Conciliation Act, 1996 as amended from time to time and held at Hyderabad, Telangana, India only. The Courts at Hyderabad alone shall have jurisdiction over the proceedings referable or related to such arbitration and be conducted in such Court to which proceedings are allotted.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HANDS ON THE DATE FIRST ABOVE WRITTEN.

**Signed, Sealed and Delivered**

For and on behalf of: M/s .....

By :

In the presence of : 1. \_\_\_\_\_(witness)

2. \_\_\_\_\_(witness)

For and on behalf of: **Indian National Centre for Ocean Information Services (INCOIS)**

By : .....

In the presence of : 1. \_\_\_\_\_(witness)

2. \_\_\_\_\_(witness)

**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.