

भारतीय राष्ट्रीय महासागर सूचना सेवा केंद्र
पृथ्वी विज्ञान मंत्रालय, भारत सरकार "ओशियन वैली",
प्रगति नगर (बी. ओ), निज़ामपेट (एस. ओ), हैदराबाद - 500 090
दूरभाष सं. 040-2388 6002 / 23886074 फैक्स : 040-2389 2910 / 2389 5001
INDIAN NATIONAL CENTRE FOR OCEAN INFORMATION SERVICES
Ministry of Earth Sciences, Government of India
"Ocean Valley", Pragathi Nagar (BO), Nizampet (SO), Hyderabad - 500 090
Phone No.040-2388 6002/23886074 Fax: 040-2389 2910/2389 5001

संदर्भ: इंकॉइस:क्रय: 05/2024

दिनांक: 21.11.2024

Ref.INCOIS: PUR: 05/2024

Date: 21.11.2024

eprocure.gov.in/procure/app के माध्यम से निविदा आमंत्रण सूचना
Notice Inviting Tender through eprocure.gov.in/procure/app

भारतीय राष्ट्रीय महासागर सूचना सेवा केंद्र, हैदराबाद भारत सरकार के पृथ्वी विज्ञान मंत्रालय के अंतर्गत एक स्वायत्त निकाय है।
Indian National Centre for Ocean Information Services (INCOIS), Hyderabad is an autonomous body under Ministry of Earth Sciences, Government of India.

निम्न विवरणों के लिए पंजीकृत विक्रेताओं से निविदाओं/बोलियों को आमंत्रित किया जाता है। जीईएम की एक अधिप्राप्ति होने के नाते बोलियों को केवल ई विपणन सरकार (जीईएम) <http://eprocure.gov.in/procure/app> द्वारा ऑनलाइन से ही जमा किया जाए। एनआईटी का संक्षिप्त विवरण नीचे दिया जा रहा है।

Tenders/Bids are invited from registered vendors of eprocure.gov.in/procure for the following items. Being a <http://eprocure.gov.in/procure/app>, the bids has to be submitted online through <http://eprocure.gov.in/procure/app> only. The brief details of NIT are appended below.

क्र. सं. Sl. No	कार्य का नाम Name of the Work	बोली संदर्भ सं. Bid Reference No.	निविदा क्रमांक निविदा संदर्भ सं. Tender Id Tender reference no.	बोली समाप्ति की तारीख और समय Bid Submission end date and Time
(1)	इंकॉइस, हैदराबाद, में एक साल की मानक वारंटी के साथ Argo प्रोफाइलिंग फ्लोट्स (CORE=40No.s और BGC=05+05 No.s फ्लोट्स) की आपूर्ति। Supply of Argo profiling floats (CORE=40No.s and BGC=05+05 No.s floats) along with a one-year standard warranty at INCOIS, Hyderabad.	इंकॉइस:क्रय: 05/2024 INCOIS: PUR: 05/2024	2024_INCOI_835770_1 INCOIS-PUR-05-2024	18.12.2024 03:00PM

जीईएम की एक अधिप्राप्ति होने के नाते बोलियों को केवल जीईएम पोर्टल अर्थात बोली/आरए के खाने के अंतर्गत <http://eprocure.gov.in/procure/app> द्वारा ऑनलाइन से ही जमा किया जाए। किसी भी प्रकार की सहायता के लिए कृपया जीईएम पोर्टल की हेल्प लाइन से संपर्क करें। निम्न अधिकारियों से भी संपर्क किया जा सकता है: श्री देवेन्द्र कुमार (ईमेल: devendra.kumar@incois.gov.in; दूरभाष सं. 040 23886074)/श्री आर. वी. गिरिधर (ईमेल: rvgiridhar@incois.gov.in दूरभाष सं. 040-2388 6055)

Being a eprocure.gov.in/procure, the bid has to be submitted online through the eprocure.gov.in/procure i.e., <http://eprocure.gov.in/procure/app> under the Bids/RAs column. For any assistance, please contact help line of eprocure.gov.in/procure. The following personnel may also be contacted: Mr. V.Subrahmanyam (email: manyam@incois.gov.in; Phone No. 040 2388 6022)/Mr. Dasari Prasad (email: dasariprasad@incois.gov.in Phone No. 040-2388 6082)



(वी.सुब्रह्मण्यम/ V.Subrahmanyam)
Administrative Officer (Purchase),
प्रशासनिक अधिकारी (क्रय), इंकॉइस
Tender Inviting Authority, INCOIS



Government eProcurement System

eProcurement System Government of India

Tender Details

Date : 21-Nov-2024 12:53 PM

Print

Basic Details

Organisation Chain	ESSO-INCOIS		
Tender Reference Number	INCOIS-PUR-05-2024		
Tender ID	2024_INCOI_835770_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Supply
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	Yes
Is Multi Currency Allowed For Fee	Yes	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	Bank Guarantee
	2	Demand Draft
	3	R-T-G-S
	4	NEFT

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Technical bid	.pdf	Technical Compliance Statement
		.pdf	Supporting documents
		.pdf	Others If any
2	Financial bid	.xls	Price bid
		.pdf	PRICE BID

Other Important Documents

S.No	Category	Sub Category	Sub Category Description	Format/File
1	Certificate Details	Permanent Account Number	Permanent Account Number Details	
2	Certificate Details	Registration Certificate	Registration Certificate Details	
3	Certificate Details	Bidders Address Format	Bidders Address Format Details	
4	Certificate Details	Income Tax Certificate	Income Tax Certificate Details	
5	Certificate Details	GST Registration Certificate	GST Registration Certificate	
6	Financial Details	Bankers Details	Bankers Details	
7	Financial Details	Annual Turn over certificates from CA	Annual Turn over certificates from CA	
8	Work Details	Existing Work Order Commitment	Ongoing Work Order Details with percentage of work completed	

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	39,00,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	DIRECTOR, INCOIS	EMD Payable At	PAYABLE AT HYDERABAD

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Foreign Currency Fee Details

S.No	Currency	Tender Fee	EMD Fee
1	US Dollar	NA	47,000

Foreign Currency BOQ Details

S.No	Currency	Conversion rate in ₹
1	US Dollar	NA
2	European Euro	NA
3	Japanese yen	NA

Work / Item(s)

Title	Supply of Argo profiling floats				
Work Description	Supply of Argo profiling floats				
Pre Qualification Details	Supply of Argo profiling floats				
Independent External Monitor/Remarks	AS PER TENDER DOCUMENT				
Show Tender Value in Public Domain	No				
Tender Value in ₹	19,50,00,000	Product Category	Miscellaneous Goods	Sub category	ARGO FLOATS
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	240
Location	INCOIS, HYDERABAD	Pincode	500090	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	INCOIS, HYDERABAD
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	21-Nov-2024 06:00 PM	Bid Opening Date	19-Dec-2024 03:00 PM
Document Download / Sale Start Date	21-Nov-2024 06:00 PM	Document Download / Sale End Date	18-Dec-2024 03:00 PM
Clarification Start Date	21-Nov-2024 06:00 PM	Clarification End Date	02-Dec-2024 09:00 AM
Bid Submission Start Date	05-Dec-2024 09:00 AM	Bid Submission End Date	18-Dec-2024 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	TENDER DOCUMENT	496.90	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_878362.xls	PRICE BID	343.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	chaltanya@incois.gov.in	Prabhala Sri Krishna Chaitanya	SRIKRISHNA CHAITANYA PRABHALA
2.	aneesh@incois.gov.in	Aneesh A Lotlikar	ANEESH ANANDRAO LOTLIKAR
3.	suhasini@incois.gov.in	SUHASINI KODAM	SUHASINI K
4.	dasariprasad@incois.gov.in	PRASAD DASARI	PRASAD DASARI

GeMARPTS Details

Reason for non availability of GeMARPTS ID	Urgent nature of Procurement
Remarks	GEM NON AVAILABILITY CERTIFICATE ATTACHED
Document Name	gem.pdf
Document Size (in KB)	302.86

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Not Applicable	GTE APPROVAL OBTAINED
2	MSEs Order 2012	Not Applicable	GTE APPROVAL OBTAINED

Tender Inviting Authority

Name	ADMINISTRATIVE OFFICER (P)
Address	INCOIS, HYDERABAD

Tender Creator Details

Created By	PRASAD DASARI
Designation	Asst. Manager
Created Date	20-Nov-2024 04:46 PM

Proposal for " Supply of Argo profiling floats (CORE=40No.s and BGC=05+05 No.s floats) along with a one-year standard warranty at INCOIS, Hyderabad "

Dear Sirs,

On behalf of Director, INCOIS tenders are invited in "Two Bid System" (Technical Bid and Price Bid) from tenderers with appropriate registration having adequate resources and setup and dealing with Supply of Argo Profiling floats (CORE and BGC floats)" on regular basis. 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 Argo profiling floats (CORE=40No.s and BGC=05+05 No.s floats) along with a one-year standard warranty at INCOIS, Hyderabad
2.	BID Reference No.	:	INCOIS: PUR: 05/2024
3.	Submission of Bid	:	Please note that the subject tender has to be submitted online via e-tender portal only.
4.	Earnest Money Deposit (EMD)	:	Rs. 39,00,000/- (Rupees thirty nine lakhs only) OR USD 47,000 (USD Forty seven thousand one) as per clause 05 of the General Terms and Conditions under section 10.
5.	Last date for seeking the clarifications	:	On or before 09 00Hrs of December 02, 2024
6.	Bid submission due date online	:	On or before 1500 Hrs of December 18, 2024
7.	Bid opening date	:	After 15:30 Hrs of December 19, 2024
8.	Delivery/ Completion period	:	Within 08 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 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. V.Subrahmanyam (email: manyam@incois.gov.in; Phone No. 040 2388 6022)/Mr. Dasari Prasad (email: dasariprasad@incois.gov.in; Phone No. 040-2388 6082)

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

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1. Introduction

The Indian National Centre for Ocean Information Services (INCOIS), Hyderabad, is an autonomous body under the Ministry of Earth Sciences (MoES), Govt. of India. INCOIS is the nodal agency for ocean observations in India and involves in several multi-national and national level ocean observation programs. As part of the Ocean Observation Network, INCOIS is procuring Argo Profiling floats (CORE and BGC floats) for temperature, salinity and biogeochemical profiles upto 2000 m.

2. Scope of the Work

- 2.1 Supply of Argo Profiling Floats (40 CORE and 05+05 BGC floats) with a one-year standard warranty. The floats should be compatible with the International Argo Program and BGC Argo program operational specifications routinely applied in participating nations..
- 2.2 The Argo profiling floats that are deployment-ready (calibrated, assembled, ballasted, weighed and are equipped with Conductivity, Temperature, Depth (CTD) sensors and other BGC sensors as specified in the "Technical Specifications" and should be capable of transmitting profile data via Iridium satellite over the entire global (ice-free) ocean.
- 2.3 The floats should be properly configured to a primary and secondary data server as per INCOIS recommendations.
- 2.4 The profiling floats should be ballasted to be deployed in anywhere in the world ocean.
- 2.5 The bidder should provide the cost of the prescribed quantity, which is valid from the date of opening the tender.
- 2.6 The bidder may opt to quote for either float with pumped CTD sensors, pumped CTD-FLBB-DO sensors, pumped CTD-FLBB-DO-pH sensors, or all, and the bid evaluation will be based on the individual item for the total cost.
- 2.7 The final order quantity may vary within 25% of the prescribed quantity.

3. Technical Specifications**3.1. Basic Instrument Specifications/Requirements:**

- 3.1.1. The profiling float should be equipped with the prescribed sensor payload providing continuous profiles of temperature, conductivity/salinity, biogeochemical variables, pressure/depth variables throughout their ascent / descent, then reducing those data by bin averaging.

- 3.1.2. The floats shall determine position by GPS before transmitting those data to shore via Iridium.
- 3.1.3. Floats must be able to park 5-10 days or user specified periods at a different pre-determined subsurface pressure than their profiling pressure ("park and profile" capability) max depth of 2000 m.
- 3.1.4. Floats must have sufficient energy (battery backup) in their standard configuration to perform the above functions for a nominal period of 4 years with a duty cycle of 10 days.
- 3.1.5. Floats must have demonstrated performance, with examples of deployed instruments successfully performing the above functions for 4 years with a 10-days duty cycle or equivalent number of profiles to satisfy a 4-year mission.
- 3.1.6. 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.
- 3.1.7. 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 and fumigated).
- 3.1.8. 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 the availability of the faulty float for shipping from INCOIS premises.
- 3.1.9. 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. Suppliers should provide testing tools for each float, if any for testing purposes.
- 3.1.10. Suppliers should provide a sample raw and processed data of the float along with decoding software and manual for the easy decoding of the float data.
- 3.1.11. A soft copy of the calibration certificates of each sensor should be provided.
- 3.1.12. Floats capable of self-activation upon deployment.
- 3.1.13. Floats certifiable for air freight shipments (domestic and international).
- 3.1.14. Capable of being launched from Research vessel or commercial vessel (If special package is required, please quote separately).
- 3.1.15. All the profiling floats should be ballasted to be deployed in anywhere in the world ocean.
- 3.1.16. Float sensors must be capable of sampling ocean parameters along with pressure at a minimum of 70 pre-determined pressure levels during their ascent, and upon reaching surface, floats must transmit those data to shore and determine float position via Iridium with GPS.
- 3.1.17. 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.

3.2. Sensor's specifications

Sensor type: Seabird make Temperature, Conductivity and Pressure (CTD) sensor and other BGC sensors with the following specifications.

Sensor	Range	Accuracy	Resolution
Temperature	-5 to 35 ° C	+/-0.002	0.0001
Pressure	0-2000 deci bar	+/-3 deci bar	1 deci bar
Salinity	20 - 40 PSU	+/-0.005 PSU	0.001
Chlorophyll (Chl)	0 - 30- µg/L	± 0.2%	0.062 µg/L
Backscattering	0 - 3 m ⁻¹	0.005 m ⁻¹	-
Dissolved Oxygen (DO)	0 - 450 µmol/kg oxygen	± 3 µmol/kg	0.2 µmol/kg
pH	6.5 - 9.0 pH	± 0.05 pH	0.004 pH

4. List of Deliverables:

- 4.1. Supply of Core Argo profiling float with pumped CTD sensor (40 Nos)
- 4.2. Supply of Bio Argo profiling float with pumped CTD, FLBB & DO sensor (5 Nos)

4.3. Supply of Bio Argo profiling float with pumped CTD, FLBB, DO & pH sensor (5 Nos)

5. Eligibility Criteria

- i. The bidder should be either registered Indian under Indian Company Act 1956 or reputed foreign firm with experience of supply and maintenance of oceanographic instruments. The bidder should have an end-to-end arrangement with the OEM/(s) to supply Argo Profiling Floats. In this case each of the partners should have a specified annual turnover.
- ii. 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.
- iii. Quotation should be submitted by the original manufacturer / supplier or its sole authorized distributor / dealer / Indian agent/representative. In case of bid by authorized dealer / distributor / Indian agent/representative, the manufacturer's authorization should be attached with the technical bid.
- iv. 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/representative is representing another manufacturer for the same item.
- v. Each OEM is allowed to bid directly or through multiple system integrators (SI) / Bidder for this tender. (Manufacturer Authorization Form (MAF) from OEM with specific reference to this tender is to be attached).
- vi. Bidder should submit specific MAF (Manufacturer Authorization Form) from respective OEM's.
- vii. 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.
- viii. 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.
- ix. 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.
- x. The bidder should have an average annual financial turnover of Rs. 9.75 Cr or more during the last three years ending March 31, 2023. Proof of turnover and Proof of annual profit certificate issued by the chartered accountant to be submitted..
- xi. Tenderer (OEM/SI) should have past experience in similar nature of works in last five years ending previous day of last date of submission of the online Bid. Out of which one work of value Rs. 15.60 Cr or two

- works of value Rs. 11.70 Cr or three works of value Rs.7.80 Cr. Client certificates/Work Completion Certificate/ Experience certificate along with the P.O no. as a reference to be enclosed in this regard.
- xii. Bidder should provide list of clients and their contact details and the installation/commissioning reports.
 - xiii. Similar Work means : Supply of Argo Profiling Floats (CORE & BGC Floats)
 - xiv. The bidder should provide profile of their company including its infrastructure, technical manpower and their expertise.
 - xv. Earnest Money Deposit (EMD) :As per clause 5 of the General Terms and Conditions under section 10.
 - xvi. Escalation matrix with full contact details, for the resolution of reported issues during contract period.
 - xvii. Bidder should submit specific MAF (Manufacturer Authorization Form) from respective OEM's.
 - xviii. **Start ups:** In order to promote make in India and startups, the prior turnover and prior experience for Indian 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 or should be registered with GeM as startup. Applicable certificate should be enclosed.
 - xix. Bidder's offer is liable to be rejected if they don't upload any of the certificates/ documents sought in the Bid document and corrigendum if any.

NOTE:

- Offers of bidders which do not fulfill the eligibility criteria or fail to submit documentary proof for all the points under eligibility criteria will not be considered for further evaluation.
- No further communication in this regard will be entertained.
- The bids submitted without EMD w.r.t clause 5 under section 10 of the tender document will be summarily rejected and no further communication in this regard will be entertained.

6. Warranty Clause:

The following Warranty clause is applicable:

- 6.1. The vendor should provide a standard warranty for the satisfactory performance of the float for one year (365 days) with a ten-day duty cycle or an equivalent number of profiles (36 profiles) from the date of acceptance of floats at INCOIS.
- 6.2. This warranty clause will cease to exist after one year of acceptance of the float at INCOIS, regardless of whether the floats are deployed.
- 6.3. If float is deployed at any time before the one year standard warranty period, it should work satisfactorily for the remaining months of the one year with an equivalent number of profiles with 10-day duty cycle. For example, suppose INCOIS deploy the floats on 10th month of acceptance (say 1st of October). In that case, the float should work satisfactorily for at least three months (90 days) or an equivalent number of profiles (9 profiles minimum at 10-day duty cycle). Fractional values above 0.5 will be rounded off to next integer value.
- 6.4. If any float fails to satisfy this warranty condition, the vendor is liable to replace the failed float and send the new one to INCOIS at the vendor's own expense.
- 6.5. Failed Argo Floats in whose cases the supplier can prove that he was not responsible for the failure / irregularity or where the supplier provides credible circumstances showing he is not at fault will be eliminated and will not be considered for the warranty clause statistics.
- 6.6. The supplier will not be held responsible under the following circumstances:
- 6.7. Force majeure clause.
 - 6.7.1. The affected float has grounded/beached due to non technical/ manufacturing reason and no fault can be assigned to supplier.
 - 6.7.2. The float failure/malfunctioning due to natural drift to shallow waters.
 - 6.7.3. The function of the float was affected through no fault of the supplier and through the means of third parties, such as entanglement of the floats by fishing vandalism, trawls, etc.
 - 6.7.4. If the above-mentioned clauses are not met, the supplier will have to replace the floats or reimburse the appropriate compensation/amount within 180 days at no cost to INCOIS. The undertaking must be provided for the same in the prescribed format along with the acceptance/acknowledgement of the Purchase Order.

7. Contents of the Bid: The quote should be submitted in two bid formats.

(i) Technical Bid and (ii) Commercial Bid

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 a filled-in Technical Compliance Statement along with legible documentary proof, without which the offer will not be considered further.
- Part/conditional/incomplete quotations will not be accepted.

7.1 Table 1: Technical Compliance Statement

Sl. No.	Description	Compliance status Yes / No	Page number against the Proof attached.	Remarks/ Deviations, if any																
General																				
1.	Name of the Bidder:																			
2.	The bidder is a 1) Registered Indian under Indian Company Act 1956 / 2) Foreign firm /3) OEM/(s) / 4) Consortium 5) System Integrator																			
3.	Bidder Address and contact details like E Mail , Phone etc.,																			
4.	Single Point of Contact :Name E-mail: Ph No.																			
5.	MSME / NSIC certificate details if any Registration/ License from the Government: GST Registration No. PAN Number																			
6.	Details of Indian Channel Partner/ Agent or OEM																			
7.	Full Bank Details: (Note: Bank Details provided cannot be changed during Contract, unless special request from the company)																			
8.	The Tenderer must be a Company registered under Indian Company Act 1956 or a reputed foreign firm. Registration certificate to be submitted. Proofs for Registration of company, PAN and GST certificates to be submitted.																			
9.	The Bidder should have an average annual financial turnover of Rs. 9.75 Cr or more during the last three years ending March 31, 2023. Proof of turnover and Proof of annual profit certificate issued by the chartered accountant to be submitted. <table border="1"><thead><tr><th>Financial year</th><th>Details of Turnover</th><th>Details of Profit</th><th>Details of Net worth</th></tr></thead><tbody><tr><td>2022-23</td><td></td><td></td><td></td></tr><tr><td>2021-22</td><td></td><td></td><td></td></tr><tr><td>2020-21</td><td></td><td></td><td></td></tr></tbody></table>	Financial year	Details of Turnover	Details of Profit	Details of Net worth	2022-23				2021-22				2020-21						
Financial year	Details of Turnover	Details of Profit	Details of Net worth																	
2022-23																				
2021-22																				
2020-21																				
10.	Tenderer (OEM/SI) should have past experience in similar nature of works in last five years ending previous day of last date of submission of the online Bid. Out of which one work of value Rs. 15.60 Crores or above or two works each of value Rs. 11.70 Crores or above or three works each of value Rs.7.80 Crores or above. Client																			

	<p>certificates/Work Completion Certificate/ Experience certificate along with the P.O no. as a reference to be enclosed in this regard. Experience details: Details are to be provided on the letter head duly signed and stamped by the authorized signatory along with copies of contract orders.</p> <table border="1"> <thead> <tr> <th>Sl.No.</th> <th>Contract Or-der details</th> <th>Scope of work</th> <th>Period of contract</th> <th>Contract Value</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sl.No.	Contract Or-der details	Scope of work	Period of contract	Contract Value													
Sl.No.	Contract Or-der details	Scope of work	Period of contract	Contract Value															
11.	The Bidder should provide profile of their company including its infrastructure, technical manpower and their expertise.																		
12.	Earnest Money Deposit (EMD): As per clause of 5 the General Terms and Conditions section 10.																		
13.	Escalation matrix with full contact details, for the resolution of reported issues during contract period.																		
14.	Bidder should submit specific MAF (Manufacturer Authorization Form) from respective OEM's.																		
15.	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.																		
16.	In case of consortium, Compliance to all the terms in sl no. viii under section 5 of Eligibility Criteria																		
17.	Technical compliance statement for all the specifications along with the detailed data sheets/ catalogues																		
18.	The bidder should provide profile of their company including its infrastructure, technical manpower and their expertise.																		
19.	Bidder should provide list of clients and their contact details and the installation/ commissioning reports.																		
20.	<p>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. Applicable certificate should be enclosed.</p>																		
21.	Signature on all the pages of the tender document, including addendum, if any, issued by INCOIS.																		
22.	The bidder must comply with all aspects of scope of the work , technical specifications, and general terms and conditions.																		
23.	Pre-Contract Integrity Pact (Annexure -3) as per clause 19 under section 10 .																		
Technical																			
24.	Does all the quoted profiling floats are ballasted to be deployed in anywhere in the world ocean?																		
25.	Do the accuracy and resolution of the sensor comply with the specifications?																		
26.	Are the floats capable of transmitting data via IRIDIUM Satellites?																		
27.	Are the floats ready to deploy with standard configurations without any software and hardware modification of the float from the user end?																		
28.	Is the Park and profile algorithm built in?																		
29.	Are the floats capable of self-activation upon deployment?																		
30.	Have you attached the performance report of floats supplied to different users so far?																		
31.	Are you providing software to decode the profile data acquired from the float?																		

Bidders should fill and submit the technical compliance sheet along with supporting documents along with

Techno-Commercial bid. Offers received without the compliance sheet will be summarily rejected.

Commercial Bid:

NOTE:

- Part/conditional/incomplete quotations will not be accepted.
- 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.
- INCOIS reserves the right to split and place the order separately to different vendors if that is found to be economically beneficial to INCOIS.

7.2 Table 2: Price Bid format:

(Amount in INR/USD/EURO/JPY)

Sl No.	Particulars	Qty	Please confirm whether prices are Quoted in commercial bid or not. (Yes/ No) <u>Please do not mention/quote prices here.</u>
1.	Supply of CORE Argo float with pumped CTD sensors with 1 year standard warranty	40 No.s	
2.	Supply of BGC Argo float with pumped CTD-DO-FLBB sensors with 1 year standard warranty	5 No.s	
3.	Supply of BGC Argo float with pumped CTD-DO-FLBB-pH sensors with 1 year standard warranty	5 No.s	
4.	Packaging and shipping charges for 40 Nos. of CORE Argo Floats with CTD sensors to INCOIS	1 Shipment	
5.	Packaging and shipping charges for 5 Nos. BGC Argo float with pumped CTD-DO-FLBB sensors to INCOIS	1 Shipment	
6.	Packing and shipping charges for 5 Nos. of BGC Argo float with pumped CTD-DO-FLBB-pH sensors to INCOIS	1 Shipment	
7.	Any other charges (as applicable) if any	1 No.	

Note:

- i. Part/conditional/incomplete quotations will not be accepted
- ii. 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.
- iii. The bidder may opt to quote for either float with pumped CTD sensors, pumped CTD-Chl-FLBB-DO sensors, pumped CTD- Chl-FLBB-DO-pH sensors, pumped CTD- Chl-FLBB-DO-pH-Nitrate sensors or all and the evaluation of the bid will be based on the individual item for the total cost.
- iv. INCOIS reserves the right to split and place the order separately to different vendors if that is found to be economically beneficial to INCOIS.
- v. For IRIIDUM telemetry, the bidder has to procure the required SIM card and incorporate the same in the float. Only the recurring cost for transmission will be borne by INCOIS (for both Argos and Iridium communications) and all other charges towards installation, commissioning, etc will be borne by the Bidder.
- vi. The total number of floats required is tentative and may vary within 25% of the total quantity. The exact quantity of the floats will be intimated at the time of placement of the purchase order.

8 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 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. 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.

9 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 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.
- If the order is to be placed on foreign firm, Price quoted should be on INCOIS 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 should give quote/price on the INCOIS term of CIP, Hyderabad, India basis

10 General terms and Conditions

Sl No.	Details
1.	Quotation: Quotation have to submitted online in the e-tender portal i.e., http://eprocure.gov.in/eprocure/app only.
2.	A two-bid system will be followed in selecting the vendor
3.	INCOIS expects the bids submitted by Bidder should meet the requirements, provisions, specifications, etc. as stipulated in the tender Document without any deviations and exceptions.

4.	Validity Period: Bids/Offer shall have the validity period of 90 days from the tender closing date.
5.	<p>Earnest Money Deposit (EMD): An amount of Rs.39,00,000 (Rupees thirty nine lakh only) OR USD 47,000.00 (USD forty seven thousand only) has to be submitted by way of Demand Draft/RTGS from any Nationalized Bank in favor of "Director, INCOIS payable at Hyderabad". The Scanned copy of the Demand Draft/RTGS/ Bank Guarantee/FDR/Insurance Surety Bond is to be uploaded to the CPP Portal while submitting the offer. Bank Guarantees/Counter Guarantees should be obtained from any of the Nationalized/schedule bank of India with a validity of 6 months from the closing of the bid due date and should be sent by the issuing banker directly to the office of INCOIS, Hyderabad.</p> <p><i>The original DDs/ Financial Instruments if any should reach to INCOIS on or before 14:00 Hrs of 18.12.2024. ie., before closing of the bid submission date. Offers received without EMD & bid securing declaration as per Annexure-2 will be summarily rejected. (RTGS details: Name of the Bank: SBI, HAL campus Branch; Account Name: Director, INCOIS; A/c No. 10442322840; IFSC Code: SBIN0001676)</i></p> <p>Indian Vendors registered with Ministry of Micro Small Enterprises (MSE) /National Small Scale Industries Corporation (NSIC) are exempted from payment of EMD only <u>if the Indian vendor is manufacturing and supplying the tendered products for this NIT</u>. A copy of valid registration certificate should be submitted along with bid securing declaration to be submitted on the bidding firm's letter head duly signed and stamped by the authorized signatory as per Annexure -2</p>
6.	Delivery Schedule: Within 08 months from the date of acceptance to the Purchase Order at Hyderabad, India.
7.	Acceptance of the order by successful Bidder upon AOC: Within 15 days from the date of issue of the P.O./Order. If the acceptance communication is not received within 15 days. Then P.O. would be deemed as accepted and binding to the successful Bidder.
8.	<p>Payment terms:</p> <p>If Indian Purchase Order 90% payment will be released within 30 days, upon delivery and acceptance of all items at INCOIS and submission of Invoice, applicable Test Certificate, Pre-shipment inspection/Q.C. passed certificate etc.,</p> <p>10% payment will be released within 30 days, after successful completion of warranty period or against submission of advance bank guarantee from a nationalized/scheduled bank for the like amount valid for a period of 01 year 02 months.</p> <p>If Foreign Purchase Order</p> <ul style="list-style-type: none"> • ULC will be established for 90% order value against submission of Order Acceptance, Proforma Invoice, ULC details etc., • Balance 10% payment will be within 30 days after successful completion of 1 years standard warranty or against submission of advance bank guarantee from a nationalized/scheduled bank for 110% of like amount valid for a period of 01 year 02 months <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>
9.	Warranty clause: As per section 06 of the above.
10.	Security Deposit: Successful bidder has to submit 05% of the order value within 15days of acceptance of order towards Security deposit by means of Demand Draft/NEFT/RTGS drawn in favor of Director, INCOIS payable at Hyderabad or Bank Guarantee from any Nationalized/scheduled Bank valid for upto 10 months. This deposit will be free of interest and is refundable after the satisfactory execution of the contract and complete fulfillment of contractual obligations.
11.	<p>Security Deposit is liable to forfeiture in the event of:</p> <p>a. Non-Execution 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/decision made by the successful bidder during the validity period of the contract.</p>
12.	<p>Liquidated Damages Clause: In case the supply/delivery/services is delayed and delay is attributed to the Successful Bidder 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 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 upon ascertain the circumstances</p>
13.	<p>Bidder's from a country which shares a land border with India will 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 and F.18/37/2020-PPD, dt. 08.02.2021 inserting Rule 144 (xi) in GFR 2017.</p>
14.	<p>Preference to Make In India: Preference will be given to the eligible Make in India offered products for this 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.</p>
15.	<p>Start ups: In order to promote make in India and startups, the prior turnover and prior experience for Indian 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, Govt of India and the certificate should be certified by the Chartered Accountant. Applicable certificate should be enclosed.</p>
16.	<p>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.</p>
17.	<p>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.</p> <p><u>If the order is be placed on foreign firm, Price quoted should be on INCO term CIP Hyderabad basis, Insurance should be obtained for 110% of value from warehouse of origin to warehouse of destination basis.</u></p>
18.	<p>If the quote is offered on High Sea Sale basis, price should be inclusive of clearance charges, Nominal Customs Duty applicable for concessional Duty Exempted items under notification 51/96 and applicable GST, Transportation charges including unloading. Standard format of High Sea Sales Agreement will be signed by INCOIS upon intimation & submission of the same by the contractor. Documents such as DSIR Registration Copy, Concessional Customs Duty Certificate</p>

	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 @5.15%+ applicable GST 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'.		
19.	<p>The Pre-Contract Integrity Pact enclosed at Annexure- 3 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 3 on Rs. 200/- Indian non-judicial stamp paper before award of the contract. The integrity pact will be monitored by following IEMS's:</p> <p>Independent External Monitors (IEMs):</p> <table border="0"> <tr> <td>Shri Ajay Kumar Lal, (ISRO), Block 3A/101 A, Motia Khan (Near Jhandewalan Temple), D.B. Gupta Road, New Delhi-110015 (Email:ajay_k_lal@yahoo.com, Mobile No. : 9560712003)</td> <td>Shri Pavan Kumar Jain, DG (MES), A-402, Shree Ganesh Apartments, Plot No. 12B, Sector-7 Dwarka, New Delhi-110075 (Email : mespkj@gmail.com, Mobile No : 9313498388)</td> </tr> </table>	Shri Ajay Kumar Lal, (ISRO), Block 3A/101 A, Motia Khan (Near Jhandewalan Temple), D.B. Gupta Road, New Delhi-110015 (Email:ajay_k_lal@yahoo.com, Mobile No. : 9560712003)	Shri Pavan Kumar Jain, DG (MES), A-402, Shree Ganesh Apartments, Plot No. 12B, Sector-7 Dwarka, New Delhi-110075 (Email : mespkj@gmail.com, Mobile No : 9313498388)
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20.	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.		
21.	Please note that any falsification/suppression of information could lead to the disqualification.		
22.	Bidders should fill and submit the technical compliance sheet along with supporting documents 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 confirming to terms and conditions are liable for rejection.		
24.	All above relevant documents must be enclosed with technical bids failing which bids may be ignored and will not be considered for technical evaluation.		
25.	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 consider the bid offered as non responsive. Tenders received without proof of eligibility criteria will be rejected		
26.	Any deviations technically or commercially should be clearly indicated in the Technical bid offer only.		
27.	<p>Force Majeure Clause:</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 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>		
28.	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 initiate appropriate action w.r.t bid for forfeit of EMD & bid securing declaration in case of MSMEs of India.		
29.	The bidder shall sign and upload the Bids with the exact name and address of the firm, which is bidding for the tendered requirement.		
30.	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.		
31.	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.		

32.	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.
33.	Canvassing in connection with tender is strictly prohibited and any canvassing will render the bid of such tenderer ineligible.
34.	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.
35.	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 Technical Clarification:

If firms require clarifications on certain points in this document may be submitted (via e-mail) on or before 09:00 Hrs of December 02, 2024. Note: Firms may submit a consolidated query only once. E-mail: aneesh@incois.gov.in, E-mail subject should be mentioned as "Queries on" Supply of Argo profiling floats (CORE=40No.s and BGC=05+05 No's floats) along with a one-year standard warranty at INCOIS, Hyderabad".

1) Division Head, OON
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 No.: 040-2388 6038
Fax No.: 040-23895001 / 23892910
e-mail: aneesh@incois.gov.in

Declaration: I, _____ son/daughter of _____ aged _____ years
and residing at _____ State and sole proprietor / managing partner
/director of _____, after having read and understood the tender document
No..... dated..... floated by the Institute, hereby undertake that I agree to and shall
abide by the terms and conditions prescribed in the said tender document for 'Supply of Argo profiling floats
(CORE=40No.s and BGC=05+05 No.s floats) along with a one-year standard warranty at INCOIS, Hyderabad
".

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

Annexure -1

BANK GUARANTEE FORMAT FOR BID SECURITY:

Whereas.....¹ (hereinafter called "the Bidder") has submitted its bid dated.....(date of submission of bid) for the supply of(name and / or description of the goods) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE(name of bank) of(name of 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

BID-SECURING DECLARATION FORM

Bid No. "INCOIS: PUR: 05/2024 date 20.11.2024 for -'Supply of Argo profiling floats (CORE=40No.s and BGC=05+05 No.s floats) along with a one-year standard warranty at INCOIS, Hyderabad"

**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 tender/contract with INCOIS 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, i.e., if I/We withdraw, modify, amend, impair or derogate 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 refuse 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)

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2022, between, on one hand, the President of India/ Director INCOIS acting through Shri , Ministry/Department, Government of India (herein after 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 represented by Mr Designation (herein after 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 Argo profiling floats (CORE=40No.s and BGC=05+05 No.s floats) along with a one-year standard warranty 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 in to 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 he or 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.
- 3.14 The bidder shall not commit any offence under Indian Penal code/Prevention of Corruption Act.
- 3.15 A person signing IP shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
- 3.16 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor. It is to be ensured that all sub contractors also sign the IP.

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(as 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) NEFT/RTGS/Wire Transfer
- 5.2 The Earnest Money / Security Deposit shall be valid upto 9 months 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 Independent External Monitors (IEMs):
- | | |
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| Shri Ajay Kumar Lal, (ISRO),
3A/101 A, Motia Khan (Near Jhandewalan Temple),
D.B. Gupta Road, New Delhi-110015
(Email:ajay_k_lal@yahoo.com,
Mobile No. : 9560712003) | Shri Pavan Kumar Jain, DG (MES), A-402, Shree Ganesh
Apartments, Plot No. 12B, Sector-7 Dwarka,
New Delhi-110075
(Email : mespkj@gmail.com , Mobile No : 9313498388) |
|--|---|
- 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

Name of the Officer

Dept./Ministry/PSU

Witness:

1. _____

2. _____

BIDDER

CHIEF EXECUTIVE OFFICER Designation

Witness:

1. _____

2. _____

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

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 key-words 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 colored (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.