

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

इंकोईस: क्रय: 38/2025
Ref. INCOIS: PUR: 38/2025

दिनांक: 07.11.2025
Date: 07.11.2025

सरकारी ई बाज़ार द्वारा निविदा सूचना आमंत्रण
Notice Inviting Tender through Government E Market Place (GeM)

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 सरकारी ई बाज़ार (जीईएम) <http://gem.gov.in/> द्वारा ऑनलाइन से ही जमा किया जाए। एनआईटी का संक्षिप्त विवरण नीचे दिया जा रहा है।

Tenders/Bids are invited from registered vendors of GeM for the following items. Being a GeM procurement, the bids has to be submitted online through **Government E- Market Place (GeM)** <http://gem.gov.in/> 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.	बोली संख्या एवं दिनांक Bid Number and Date	बोली समाप्ति की तारीख और समय Bid end date and Time
(1)	“हैदराबाद इंकोईस में, पंपेड CTD सेंसर के साथ 04 संख्या के डीप प्रोफाइलिंग फ्लोट्स की एक वर्ष की मानक वारंटी के साथ आपूर्ति. “Supply of 04 Nos of Deep Profiling Floats with pumped CTD Sensors alongwith a one year standard warranty at INCOIS, Hyderabad.”	इंकोईस: क्रय: 38/2025 INCOIS: PUR: 38/2025	जीईएम/2025/बी/6863920 दिनांक: 07.11.2025 GEM/2025/B/6863920 dated 07.11.2025	28.11.2025 17:00:00

जीईएम की एक अधिप्राप्ति होने के नाते बोलियों को केवल जीईएम पोर्टल अर्थात बोली/आरए के खाने के अंतर्गत <http://gem.gov.in/> 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 वी सुब्रह्मण्यम (ईमेल: manyam@incois.gov.in; दूरभाष सं. 040 2388 6022)/ श्री श्री दसारी प्रसाद (ईमेल: dasariprasad@incois.gov.in दूरभाष सं 040-2388 6082)

Being a GeM procurement, the bid has to be submitted online through the GeM portal i.e., <http://gem.gov.in> under the Bids/RAs column. For any assistance, please contact help line of GeM portal. The following officials 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).




(V. Subrahmanyam)
(प्रशासनिक अधिकारी (क्रय)/ Administrative Officer (Purchase)
निविदा आमंत्रण प्राधिकारी, इंकोईस/
Tender Inviting Authority, INCOIS

नोडल अधिकारी / Nodal Officer

एनआईटी / NIT *GEM/2025/B/6863920*

ई-क्रय / e-Procurement *dt. 07/11/2025*

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-11-2025 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-11-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Earth Sciences
विभाग का नाम/Department Name	Department Of Earth Sciences
संगठन का नाम/Organisation Name	Earth Sciences Secretariate
कार्यालय का नाम/Office Name	Indian National Centre For Ocean Information Servi
कुल मात्रा/Total Quantity	8
वस्तु श्रेणी /Item Category	Profiling Floats 1 , PSFI 2 , Other Charges 3 , Other Charges 4 , Other Charges 5
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	DEEPT PROFILING FLOATS, CTD SENSORS
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Searched String: DEEPT PROFILING FLOATS 3D Laser Scanning and Imaging System as per MHA QRs, Water Fittings - Copper Alloy Float Valves (Horizontal Plunger Type) as per IS: 1703, Floating Equipment for Casing Pipes (ONGC), Microtome blades, Valve Regulated Lead Acid (VRLA) Batteries as per TEC Specification, Cable Float Switch (NHPC) Searched String: CTD SENSORS Sensors for Continuous cardiac output monitor, Breath Analyser, Handheld Telecom Cable Fault Locator, Package No. 1 - ATAL TINKERING LAB OF NITI AAYOG ELECTRONICS DEVELOPMENT, ROBOTICS, INTERNET OF THINGS AND SENSORS, Temperature controlled soldering station, Mineral Insulated Thermocouple, Inductive Proximity Sensor, Automatic Door sensor, Occupancy sensor, Soil Moisture Sensor
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	- Out Board Motor for Rescue Boats (Marine propellers) - Borescope - Inspection equipment
बीओक्यू शीर्षक /BOQ Title	Deep Profiling Floats

बिड विवरण/Bid Details	
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	345 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Profiling Floats 1
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	11 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

बिड विवरण/Bid Details

वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	1385000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Director

Payable at Hyderabad Indian National Centre for Ocean Information Services, Ministry of Earth Sciences, Pragathi Nagar, Hyderabad-90
(Director Incois)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20

मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local

content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

6. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

PRICE BID - [1762492019.xlsx](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
21-11-2025 11:00:00	HYBRID MEETING AT INCOIS HYDERABAD

Profiling Floats 1

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परिषदी/रिपोर्टिंग अधिकारी तथा मात्र/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परिषदी/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्र /Quantity	डिलीवरी के दिन/Delivery Days
1	Reddipalli Velangini Giridhar	500090,Indian National Centre for Ocean Information Services (INCOIS), Ministry of Earth Sciences, Government of India, Ocean valley, Pragathi Nagar BO, Nizampet SO, Hyderabad - 50090 INDIA	4	270

PSFI 2

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
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परिषदी/रिपोर्टिंग अधिकारी तथा मात्र/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परिषदी/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्र /Quantity	डिलीवरी के दिन/Delivery Days
1	Reddipalli Velangini Giridhar	500090,Indian National Centre for Ocean Information Services (INCOIS), Ministry of Earth Sciences, Government of India, Ocean valley, Pragathi Nagar BO, Nizampet SO, Hyderabad - 50090 INDIA	1	270

Other Charges 3

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Reddipalli Velangini Giridhar	500090,Indian National Centre for Ocean Information Services (INCOIS), Ministry of Earth Sciences, Government of India, Ocean valley, Pragathi Nagar BO, Nizampet SO, Hyderabad - 50090 INDIA	1	270

Other Charges 4

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
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क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
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Other Charges 5

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
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क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to

minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

3. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SUPPLY OF 4 NOS. OF DEEP PROFILING FLOATS WITH CTD SENSORS ALONGWITH 1 YEAR STANDARD WARRANTY AT INCOIS HYDERABAD

Payment Terms: 90% payment will be released within 30 days upon delivery and acceptance of all items at INCOIS and submission of Ink Signed Invoice, applicable Test Certificate, Pre-shipment inspection/Q.C. passed certificate etc.,

10% will be paid 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

Pre-Bid conference: Participation in the pre-bid meeting is mandatory for all bidders and is a pivotal step in the tender process. Scheduled On 11:00 Hrs of November 21, 2025 at INCOIS, Hyderabad through Hybrid Mode, the pre-bid meeting is essential to gain a thorough understanding of the operational requirements. This interactive session allows bidders to clarify technical, commercial, and logistical aspects of the tender.

To facilitate a structured and efficient discussion, bidders shall submit their queries in writing to manyam@incois.gov.in no later than 11:00 hrs on November 18, 2025—three days prior to the pre-bid meeting—enabling INCOIS to consolidate and provide comprehensive responses during the session, with any resulting clarifications or amendments issued via the GeM Portal and INCOIS website.

5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum

issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for Immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

INCOIS: PUR: 38/2025

07.11.2025

Proposal for "Supply of 04 Nos of Deep Profiling Floats with pumped CTD Sensors alongwith 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 tenderer's with appropriate registration having adequate resources and setup and dealing with similar works of "Supply of Deep Profiling Floats with pumped CTD Sensors" on regular basis. The offers, in the prescribed format, shall be submitted through online Government E Marketplace at <https://gem.gov.in>. No tender will be accepted in hard copy, fax, e-mail or any other such means. The intending, bidders must be registered with Government E Marketplace <https://gem.gov.in>.

1.	Name of the work	:	Supply of 04 Nos of Deep Profiling Floats with pumped CTD Sensors alongwith a one year standard warranty at INCOIS, Hyderabad
2.	BID Reference No.	:	INCOIS: PUR: 38/2025
3.	Submission of Bid	:	Please note that the subject tender has to be submitted online via Government E Marketplace at https://gem.gov.in
4.	Earnest Money Deposit (EMD)	:	Rs. 13,85,000/- (Rupees thirteen lakhs eighty five thousand only) as per clause 10 of the General Terms and Conditions under section 8.
5.	Last date for seeking the clarifications	:	On or before 1100Hrs of November 18, 2025
6.	Pre Bid Meeting	:	On 11:00 Hrs of November 21, 2025 at INCOIS, Hyderabad
7.	Bid submission due date online	:	On or before 1700 Hrs of November 28, 2025
8.	Bid opening date	:	After 17 30 Hrs of November 28, 2025
9.	Delivery / Completion period	:	Within 09 months 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 a GeM procurement, the bid has to be submitted online through the GeM portal ie., <https://gem.gov.in>. For any assistance, please contact help line of GeM portal. The following officials may also be contacted Mr. V. Subrahmanyam (email: manyam@incois.gov.in; Phone No. 040 23886022)/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.040-23886000, Fax No.040-23892910

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3.	Technical Specifications	02
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13.	The Pre Contract Integrity Pact	Annexure -3

1. Introduction

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

INCOIS has a data ware house of ocean related information gathered from various institutions in India related to marine data collection. Some of the potential users of INCOIS services include Fishing Community, State Fishery Department, NITI Ayog, Ports and Harbors, Shipping Industry, Navy, Coast Guard, NHO, Central Pollution Control Board etc.

2. Scope of the Tender

- 2.1 Supply of 4 Nos of Deep Profiling Floats with a standard warranty. The floats should be compatible with the Argo Programmed operational specifications as routinely applied in participating Argo nations.
- 2.2 The deep profiling floats should be deployment-ready (calibrated, assembled, ballasted, weighed and tested) in the Indian Ocean and should be equipped with Conductivity, Temperature, Depth (CTD) sensor as specified in the "Technical Specifications" and capable of transmitting profile data via Iridium satellite over the entire global (ice-free) ocean.
- 2.3 The float should provide valid data from all the sensors during the warranty period. The vendor is liable to replace the entire float if any one or more of the sensors fail to provide valid data.

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

- 3.1.1. The float shall be equipped with a payload capable of continuously profiling temperature, conductivity/salinity, and pressure/depth throughout its ascent and descent. The collected data shall be processed through bin averaging from the surface to depths of 4,000 to 5,000 meters.
- 3.1.2. The floats shall determine position by GPS before transmitting data to shore via Iridium satellite.
- 3.1.3. The hull should be of suitable material to sustain the pressure at a depths of 4,000 to 5,000 meters
- 3.1.4. The floats must be able to park 5-10 days or user-specified periods at a different predetermined subsurface pressure than their profiling pressure ("park and profile" capability), with a max depths of 4,000 to 5,000 meters

- 3.1.5. The floats should be equipped with a suitable mechanism, such as an Altimeter/wired rope, for detection of the ocean bottom and should control descent based on the actual ocean depth.
- 3.1.6. The floats must have sufficient energy in their standard configuration to perform the above functions for a nominal period of 4 years with a duty cycle of 10 days.
- 3.1.7. The 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.
- 3.1.8. The floats should be delivered in boxes sufficiently sturdy to protect the floats prior to deployment, while in transit, and onboard ship or aircraft. The defective floats (at no fault of INCOIS) will be returned to the vendor at the vendor's expense.
- 3.1.9. The 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).
- 3.1.10. The floats must pass pre-deployment tests for performance to the satisfaction of INCOIS personnel, and the failed floats should be replaced/repared by the vendor at the vendor's expense (including shipping costs in both directions) and arrive at INCOIS, Hyderabad within 120 Days of notification of a problem by INCOIS, subject to availability of the faulty float for shipping from INCOIS premises.
- 3.1.11. 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.
- 3.1.12. The vendor should provide a sample of raw and processed data of the float, along with a decoding manual for the easy decoding of the float data.
- 3.1.13. Suppliers should establish a base station in India (Remote station setup) for controlling, data downloading in end readable format (i.e., CSV, ASCII, NC or any suitable user readable format) and piloting deep Argo floats and provide associated required licensed software's, utility program and hardware's support for 10 years.
- 3.1.14. The floats should be capable of self-activation upon deployment.
- 3.1.15. The floats should be certifiable for air freight shipments (domestic and international).
- 3.1.16. The float should be capable of being launched from a research or commercial vessel (any special package required should be quoted separately).
- 3.1.17. All the floats should be ballasted to be deployed anywhere in the Indian Ocean.
- 3.1.18. The floats should be available with suitable batteries for a minimum 4-year duration with 10-day duty cycle.
- 3.1.19. The onboard CTDs must be capable of sampling parameters provided by the fitted payloads in continuous and predetermined depth during their ascent/descent, and upon reaching the surface, floats must transmit those data and determine float position via satellites i.e., Iridium with GPS.
- 3.1.20. The float should surface automatically after detecting an abort condition, even in the case of buoyancy pump failure.
- 3.1.21. The vendor should provide suitable accessories required for deployment and retrieval, either from a small boat or a large ship.
- 3.1.22. The functioning/performance of all the floats at each region and the periodic data transmission are the responsibility of the vendor, irrespective of the seasonal variation of salinity and temperature profiles.

3.2. Sensor's specifications Table.1

Sl.	Sensor	Temperature	Conductivity	Pressure/Depth
1	Range	-5 to 35 °C	0 to 7 S/m	0- ≥4000m
2	Initial accuracy	± 0.001 °C	± 0.0002 S/cm	± 2.4 dBar
3	Stability	0.0002 °C / year	0.002 S/m / year	0.8 dbar / year
4	Resolution	0.0001 °C	0.00005 S/m	0.1 dbar

4. List of Deliverables:

4.1. Supply of Deep Argo profiling float with CTD sensor (04 Nos)

5. Eligibility Criteria

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

- The Bidder must be a Company registered under Indian Companies Act 1956 or a registered firm. (Proofs for Registration of company, PAN and GST certificates to be submitted).
- The bidder should have an average annual financial turnover of Rs. 3.45 Crores or more during the last three years ending March 31, 2025. Proof of turnover and Proof of annual profit certificate issued by the chartered accountant to be submitted.
- Tenderer (OEM/SI) should have past experience in similar nature of works of similar volume in last five years ending previous day of last date of submission of the online Bid. Out of which one work of value Rs. 05.52 Crores or above or two works each of value Rs. 04.14 Crores or above or three works each of value Rs.2.76 Crores or above. Client certificates/Work Completion Certificate/ Experience certificate along with the P.O no. as a reference to be enclosed in this regard.
- Technical compliance statement for all the specifications, along with the detailed data sheets/ catalogues
- Similar works means: Supply of Deep Profiling Floats with pumped CTD Sensors
- The bidder should provide profile of their company including its infrastructure, technical manpower and their expertise, specific to Deep Profiling Floats. General description of Infrastructure, Man Power and Expertise not related to Deep Profiling Floats are not acceptable.
- Earnest Money Deposit (EMD) : As per clause 10 of the General Terms and Conditions under section 8
- Escalation matrix with full contact details, for the resolution of reported issues during contract period.
- Bidder should submit MFA (Manufacturer Authorization Form) from respective OEM's.
- 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 or should be registered with GeM as startup. Applicable certificate should be enclosed.
- Bidder's offer is liable to be rejected if they don't upload any of the certificates/ documents sought in the Bid document, ATC 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 will be summarily rejected and no further communication in this regard will be entertained.

6. Warranty Clause:

The following Warranty clause is applicable:

- 6.1.1. Standard Warranty: The vendor should provide standard warranty for 1 year with 10 days duty cycle or equivalent number of profiles before they have a defect from the date of delivery and acceptance.
- 6.1.2. Deep Argo Floats in whose cases the supplier can prove that he was not responsible for the irregularity or where the supplier provides credible circumstances showing he is not at fault will be eliminated and will not be considered for these statistics.
- 6.1.3. The supplier will not be held responsible under the following circumstances:
- 6.1.4. Force majeure clause.
 - 6.1.4.1. The affected float has beached, and no fault can be assigned to supplier.
 - 6.1.4.2. The float failure/malfunctioning due to natural drift to shallow waters.

- 6.1.4.3. 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.
- 6.2. If the above-mentioned clauses are not met, the supplier will have to replace the floats at the customers' request or reimburse the appropriate compensation/amount within 180 days at no cost to INCOIS. Undertaking must be provided for the same in the prescribed format provided along with the acceptance/acknowledgement of the Purchase Order.
- 6.3. Any floats that are found faulty and repaired by the OEM during the warranty period may have their warranty extended further to meet the standard one-year period.
7. **Contents of the Bid:** The quote should be submitted in two bid system.
(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.

6.1 Table 1: Technical Compliance Statement

Sl.No.	Description	Compliance status Yes / No	Page number against the Proof attached.	Remarks/ Deviations, if any
General Conditions				
1.	Name of the Bidder			
2.	The bidder is a 1) Registered Indian under Indian Company Act 1956 / 2) OEM/(s) / 3) Consortium 4) System Integrator			
3.	Bidder Address and contact details like E Mail , Phone etc.,			
4.	MSME / NSIC certificate details if any Registration/ License from the Government: GST Registration No. PAN Number			
5.	Technical compliance statement for all the specifications, along with the detailed data sheets/ catalogues			
6.	Single point of Contact Name : E-mail: Ph No.			
7.	Full Bank Details: <i>(Note: Bank Details provided cannot be changed during Contract, unless special request from the company)</i>			
8.	The bidder should provide profile of their company including its infrastructure, technical manpower and their expertise, specific to Deep Profiling Floats. General description of Infrastructure, Man Power and Expertise not related to Deep Profiling Floats are not acceptable			

9.	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.																			
10.	The Bidder should have an average annual financial turnover of Rs. 3.45 Crores or more during the last three years ending March 31, 2025. Proof of turnover and Proof of annual profit certificate issued by the chartered accountant to be submitted. <table><tr><th>Financial year</th><th>Details of Turnover</th><th>Details of Profit</th><th>Details of Net worth</th></tr><tr><td>2024-25</td><td></td><td></td><td></td></tr><tr><td>2023-24</td><td></td><td></td><td></td></tr><tr><td>2022-23</td><td></td><td></td><td></td></tr></table>	Financial year	Details of Turnover	Details of Profit	Details of Net worth	2024-25				2023-24				2022-23						
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13.	Escalation matrix with full contact details, for the resolution of reported issues during contract period.																			
14.	The Bidder should provide solvency certificate from their bank confirming their assets and liabilities for proving financial credibility																			
15.	Bidder should submit specific MAF (Manufacturer Authorization Form) from respective OEM's.																			
16.	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.			
17.	Signature on all the pages of the tender document, including addendum, if any, issued by INCOIS.			
18.	Pre Contract Integrity Pact (Annexure 3) as per clause 17 under section 8			
Technical :				
19.	Does the float deployment-ready (calibrated, assembled, ballasted, weighed and tested) and ballasted to be deployed in anywhere in the Indian Ocean?			
20.	Is the float capable of determining position by GPS before transmitting data to shore via Iridium satellite?			
21.	Do the accuracy and resolution of the sensor comply with the specifications?			
22.	Are the floats capable of transmitting data via IRIDIUM Satellites?			
23.	Are the floats ready to deploy with standard configurations without any software and hardware modification of the float from the user end?			
24.	Do you agree to provide 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?			
25.	Is the Park and profile algorithm built in?			
26.	Are the floats capable of self-activation upon deployment?			
27.	Have you attached the performance report of floats supplied to different users so far?			
28.	Are you providing software to decode the profile data acquired from the float in the required formats?			
29.	Are you providing a complete set of testing tools, if any?			
30.	Do you agree with the warranty clauses?			
31.	Does the float equipped with bottom detector to avoid contact with the sea floor?			
32.	Does the float has feature to detect and avoid ice?			
33.	Does the hull is made of suitable material to sustain the pressure up to depths of 4,000 to 5,000 meters?			
34.	Does all external components of float corrosion resistance?			
35.	Does the OEM/vendor have prior experience in manufacturing/supplying the floats for deep water applications?			
36.	Is the vendor is providing piloting support for post-warranty periods?			
37.	Do you agree to establish a base station at			

	INCOIS for controlling, data downloading in an end-readable format and piloting the float by providing the required licensed software, utility program and support for 10 years?			
38.	Do you agree to provide a sample of raw and processed data of the float, along with a decoding manual for the easy decoding of the float data?			

Bidders should fill and submit the technical compliance sheet, supporting documents, and the Techno-Commercial bid. Offers received without the compliance sheet will be summarily rejected.

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

NOTE:

- 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.

6.2 Table 2: Price Bid format:

Sl No.	Particulars	Qty	Please confirm whether prices are Quoted in commercial bid or not. (Yes / No) Please do not mention/quote prices here.
1.	Supply of Deep Profiling Floats with CTD sensor and standard warranty	04 No.s	
2.	Packing, shipping, Freight, and insurance on a CIP Hyderabad, India basis	1 Shipment	
3.	Any other charges (as applicable) if any	1No	

Note:

- 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.
- For IRIDUM 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 and all other charges towards installation, commissioning, etc will be borne by the Bidder.
- The total number of floats required are 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. General terms and Conditions

SNo.	Details
1.	Quotation: Quotation must submit online in the Government E Marketplace at https://gem.gov.in .
2.	A two-bid system will be followed in selecting the vendor
3.	Validity Period: Bids / Offers shall have the validity period of 90 days from the tender closing date
4.	Delivery Schedule: Within 09 months from the date of Acceptance to the Purchase Order.
5.	* Acceptance of the order by successful bidder upon AOC: Within 10days from the date of issue of the PO/Order. If the acceptance communication is not received within 10days, then PO would be deemed as accepted and binding to the successful bidder.
6.	Payment Terms: 90% payment will be released within 30 days upon delivery and acceptance of all items at INCOIS and submission of Ink Signed Invoice, applicable Test Certificate, Pre-shipment inspection/Q.C. passed certificate etc., 10% will be paid 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.
7.	Warranty Claus: As per Section 06 of the above.
8.	Bidder should submit all the necessary documents as sought in the eligibility criteria without

	which his offer would be rejected without any further communication.
9.	Tenders not in complete shape or not conforming to technical specifications or not confirming to terms and conditions are liable for rejection.
10.	Earnest Money Deposit (EMD): An amount of Rs. 13,85,000/- (Rupees thirteen lakhs eighty five 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 GeM 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. <i>The original DDs/ Financial Instruments if any should reach to INCOIS on or before 1400 Hrs of 28.11.2025. ie., before opening of the tender. Offers received without Tender Document cost and EMD 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> 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 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 -I
11.	Bidder's from a country which shares a land border with India will be eligible to participate in this tender, if 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. 08.02.2021inserting Rule 144 (xi) in GFR 2017.
12.	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 or should be registered with GeM as startup. Applicable certificate should be enclosed.
13.	GST: The bidder should specifically/particularly state GST if any applicable as extra and the rate at which the same are 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 in 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.
14.	Security Deposit: Successful bidder has to submit 05% of the order value within 15 days acceptance of the order towards Security Deposit by means of Demand Draft drawn in favor of Director, INCOIS payable at Hyderabad or Bank Guarantee from any Nationalized Bank valid for up to 60days beyond the contract period. This deposit will be free of interest and is refundable after the satisfactory execution of the contract and complete fulfilment of contractual obligations.
15.	Security Deposit is liable to forfeiture in the event of : - Non Execution order during validity period of the contract - If the service of the successful bidder is found to be unsatisfactory and fails to adhere to our tender terms and conditions. Any unilateral revision/decision made by the successful bidder during the validity period of the contract.
16.	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:- To recover at the rate of 0.5% per week for the value equivalent material 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 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 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.		
17.	The Pre-Contract Integrity Pact enclosed at Annexure- 3 has to be signed and attached/uploaded by all the participating bidders as pre-qualification. 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: Independent External Monitors (IEMs): <table border="0"> <tr> <td>Shri Ajay Kumar Lal, IRSO, 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, IRSO, 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)
Shri Ajay Kumar Lal, IRSO, 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)		
18.	Successful Bidders should submit a formal agreement in prescribed format on Indian Non Judicial Stamp Paper worth Rs. 200/- duly signed by authorized signatory within 21 days from the Acceptance of the order		
19.	Please note that any falsification/suppression of information could lead to the disqualification from the tender.		
20.	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.		
21.	Tenders not in complete shape or not conforming to technical specifications or not conforming to terms and conditions are liable for rejection.		
22.	All above relevant documents must be enclosed with technical bids failing which bids may be ignored and will not be considered for technical evaluation.		
23.	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		
24.	Any deviations technically or commercially should be clearly indicated in the Technical bid offer only.		
25.	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 /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.		
26.	If any tenderer withdraws his tender after price bid is opened, within 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 MSEs.		
27.	The bidder shall sign and upload the Bids with the exact name and address of the firm, which is bidding for the tendered requirement.		
28.	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.		
29.	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.		

30.	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.
31.	Canvassing in connection with tender is strictly prohibited and any canvassing will render the bid of such tenderer ineligible.
32.	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.

9. **Technical Clarifications:** If firms require clarifications on certain points in this document may be submitted (via e-mail) on or before 1500 Hrs of November 18, 2025. Note: Firms may submit a consolidated query only once. . e-mail: manyam@incois.gov.in / dasariprasad@incois.gov.in E-mail subject should be mentioned as "Queries on Supply of 04 Nos of Deep Profiling Floats with pumped CTD Sensors along with a one year standard warranty at INCOIS, Hyderabad

10. **Pre-Bid conference:** Participation in the pre-bid meeting is mandatory for all bidders and is a pivotal step in the tender process. Scheduled On 11:00 Hrs of November 21,2025 at INCOIS, Hyderabad through Hybrid Mode, the pre-bid meeting is essential to gain a thorough understanding of the operational requirements. This interactive session allows bidders to clarify technical, commercial, and logistical aspects of the tender. To facilitate a structured and efficient discussion, bidders shall submit their queries in writing to manyam@incois.gov.in no later than 15:00 hrs on November 11, 2025—three days prior to the pre-bid meeting—enabling INCOIS to consolidate and provide comprehensive responses during the session, with any resulting clarifications or amendments issued via the GeM Portal and INCOIS website.

1) Administrative Officer (Purchase)
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 6022, 6082
e-mail: manyam@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 04 Nos of Deep Profiling Floats with pumped CTD Sensors 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

BANK GUARANTEE FORMAT FOR BID SECURITY:

Whereas..... (Hereinafter called "the Bidder") has submitted its bid dt.....(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: 38/2025 date 07.11.2025 for -Supply of 04 Nos of Deep Profiling Floats with pumped CTD Sensors alongwith 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 2025, 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 04 Nos of Deep Profiling Floats with pumped CTD Sensors alongwith 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

1.1The 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.

1.2The 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.

1.3All 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:-

3.1The BIDDER will not offer, directly or through intermediaries any bribe, gift, consideration, reward, favor, 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.

3.2The 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 disfavor 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.

3.6The 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.

3.7The 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.

3.8The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9The 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

4.1The 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.

4.2The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in Tender) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.

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

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

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

Shri Ajay Kumar Lal, IRSO, HIG, 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)

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.