



INCOIS: PUR 86 / 2025

08.06.2026

Global Tender Enquiry for “ Supply of Bio Argo profiling floats with pumped CTD, FLBB and DO sensor (10 Nos) along with a one-year standard warranty at INCOIS, Hyderabad “

Dear Sirs,

On behalf of Director, INCOIS Global tenders are invited under “Two Bid System” (Part –I Techno Commercial Bid, Part- II Commercial Bid) from reputed Manufacturers/ Authorized Agents for “Supply of Bio Argo profiling floats with pumped CTD, FLBB and DO sensor “.

1.	Name of the work	:	Supply of Bio Argo profiling floats with pumped CTD, FLBB and DO sensors (10 Nos) along with a one-year standard warranty at INCOIS, Hyderabad
2.	BID Reference No.	:	INCOIS: PUR: 85/2025 dated 22.05.2026
3.	Earnest Money Deposit (EMD)	:	Rs. 13,00,000/- (Rupees Thirteen lakhs only) or USD 13,000.00 (USD Thirteen Thousand only)
4.	Last date for seeking clarifications	:	17.06.2026
5.	Pre Bid Conference (Hybrid)	:	19.06.2026 at INCOIS, Hyderabad
6.	Due date Bid submission	:	06.07.2026 at 15:00 Hrs
7.	Bid opening date	:	07.07.2026 at 15:30 Hrs

The offers, in the prescribed format, shall be submitted through online Government e- Marketplace at <http://gem.gov.in..>

Postal/ 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, Ph.No.040-2388 1000

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1. Introduction

INCOIS is the nodal agency from India, participating in the International Argo programme by regularly deploying Argo profiling floats in the Indian Ocean. Argo floats are important oceanographic instruments designed to take profiles of temperature, salinity, and other important biogeochemical oceanographic variables from a depth of up to 2000 oceans. Since 2002, INCOIS has been actively involved in float deployment and operates as a regional data processing centre. The quality-controlled data obtained from these floats are instrumental in generating essential oceanographic data products and are utilized in ocean models for assimilation.

2. Scope of the Work

- 2.1 Supply of BGC Argo Profiling Floats with a one-year standard warranty. The floats should be compatible with the International 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 tested) 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 profiling floats should be ballasted to be deployed in anywhere in the world ocean.
- 2.4 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 than one of the sensors fails to provide valid data
- 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 bid evaluation for L1 vendor will be based on the total quoted cost.
- 2.7 The final order quantity may vary within 25% of the prescribed quantity.

3. Technical Specifications

- 3.1. Basic Instrument Specifications/Requirements are as follows:

- 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 for 5-10 days or user-specified periods at a pre-determined subsurface pressure different from 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 four years with a 10-day duty cycle or an 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 before 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. They must 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 to ensure performance to the satisfaction of INCOIS personnel. The failed floats should be replaced/repared 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.
- 3.1.10. The supplier should provide complete testing tools if any, one for each float.
- 3.1.11. Suppliers should provide a sample raw and processed data of the float along with decoding software and a manual for the easy decoding of the float data.
- 3.1.12. Floats should be capable of self-activation upon deployment.
- 3.1.13. Floats should be certifiable for air freight shipments (domestic and international).
- 3.1.14. Capable of being launched from a Research vessel or commercial vessel (If a 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 manufacturer's responsibility, irrespective of the seasonal variation of salinity and temperature profiles.

3.2. Sensor's 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

4. List of Deliverables:

- Supply of Bio Argo profiling float with pumped CTD, FLBB and DO sensors (10 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 manufactures 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 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.
- vii. 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.
- viii. 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.
- ix. The bidder should have an average annual financial turnover of Rs.3.26Cr 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..
 - x. 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
 - i) one work of value Rs.5.21 Cr or more or
 - ii) two works of value Rs. 3.26 Cr or more
 - iii) three works of value Rs. 2.60 Cr. Or more,Client certificates/Work Completion Certificate/ Experience certificate along with the P.O no. as a reference to be enclosed in this regard.
 - xi. Non-Blacklisting Declaration: Self-declaration/affidavit (notarized) that the firm is not currently blacklisted/debarred by MoES or its Organizations.
 - xii. Bidder should provide list of clients and their contact details and the Argo Floats installation/commissioning reports.
 - xiii. The bidder should provide Solvency Certificate.
 - xiv. Earnest Money Deposit (EMD) :As per clause 3 of the General Terms and Conditions under section 10.
 - xv. Escalation matrix with full contact details, for the resolution of reported issues during contract period.
 - xvi. **Start ups:** In order to promote make in India and startups, the prior turnover for all startups shall be relaxed partially 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 for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry. 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 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.

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. As described above, 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 than one of the sensors fails to provide valid data.
- 6.3. This warranty clause will cease to exist after one year of acceptance of the float at INCOIS, regardless of whether the floats are deployed.
- 6.4. 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 a 10-day duty cycle. For example, Suppose INCOIS deploy the floats on 10th month of acceptance. In that case, the float should work satisfactorily for at least two months (60 days) or an equivalent number of profiles (6 profiles minimum at 10-day duty cycle).
- 6.5. 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.

- 6.6. 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.
- 6.7. 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.
- 6.8. The supplier will not be held responsible under the following circumstances:

6.8.1. Force majeure clause.

- 6.8.1.1. The affected float has grounded/beached, and no fault can be assigned to supplier.
- 6.8.1.2. The float failure/malfunctioning due to natural drift to shallow waters.
- 6.8.1.3. 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.

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

- (i) Technical Bid and (ii) Commercial Bid

Part –I Technno-Commercial Bid: Technical bid should contain all the information as listed below.

The documentary proof attached should be legible and relevant

Offers without

- a. The copy of relevant POs without the work completion certificate
 - b. Client Certificate without Signature, Date and Contact details of the client-side signatory
 - c. Duly filled-in Technical Compliance Statement
 - d. Duly filled-in un-priced bid, will not be considered for further evaluation.
- Part/conditional/incomplete bids 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: <i>(Note: Bank Details provided cannot be changed during Contract, unless special request from the company)</i>																			
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.3.26 Cr 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 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>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> </tbody> </table>	Financial year	Details of Turnover	Details of Profit	Details of Net worth	2024-25				2023-24				2022-23						
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11.	Earnest Money Deposit (EMD): As per clause of 3 the General Terms and Conditions section 10.																			
12.	Escalation matrix with full contact details, for the resolution of reported issues during contract period.																			
13.	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																			
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	sortium of companies/corporations. Consortium shall mean more than one company with complementing skills joining together to undertake the scope of the work defined.			
15.	Bids 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 manufactures authorization should be attached with the technical bid.			
16.	In case of consortium, Compliance to all the terms in sl no. viii under section 5 of Eligibility Criteria			
17.	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.			
18.	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).			
19.	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.			
20.	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.			
21.	Non-Blacklisting Declaration: Self-declaration/affidavit (notarized) that the firm is not currently black-listed/debarred by MoES or its Organizations.			
22.	Bidder should provide list of clients and their contact details and the Argo Floats installation/commissioning reports.			
23.	The Bidder Should Provide Solvency Certificate			
24.	Start ups: In order to promote make in India and startups, the prior turnover for all startups shall be relaxed partially subject to their meeting of quality, technical specifications and bid conditions as per bid. The bidder who intends to participate as "start up" company should enclose the certificate towards startup enterprise registration/recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry. Applicable certificate should be enclosed.			
25.	Pre-Contract Integrity Pact (Annexure -3) as per clause 15 under section 10, without which the bid will not be considered at all.			
Technical				
26.	Does all the quoted profiling floats are ballasted to be deployed in anywhere in the world ocean?			
27.	Do the accuracy and resolution of the sensor comply			

	with the specifications?			
28.	Are the floats capable of transmitting data via IRIDIUM Satellites?			
29.	Are the floats ready to deploy with standard configurations without any software and hardware modification of the float from the user end?			
30.	Is the Park and profile algorithm built in?			
31.	Are the floats capable of self-activation upon deployment?			
32.	Have you attached the performance report of floats supplied to different users so far?			
33.	Are you providing software to decode the profile data acquired from the float?			
34.	The supplier has to provide complete set of testing tools, if any. Please provide your compliance			
35.	Do you agree with the warranty clauses?			

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

Part –II 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>Strictly do not mention/quote prices here.</u>
1.	Supply of BGC Argo float with pumped CTD-FLBB-DO sensors with 1 year standard warranty	10 No.s	
2.	Packaging and shipping charges to Hyderabad, India (CIF, Hyderabad) for 10 Nos of BGC Argo floats	1 Shipment	
3.	Any other charges (as applicable) if any. The particulars should be mentioned while invoice	1 No.	

Note:

- 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.
- 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 Bidders, 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 CIF, 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 INCO term of CIF, Hyderabad, India basis

10 General terms and Conditions

SI No.	Details
1.	Validity Period: Bids/Offer shall have the validity period of 180 days from the tender closing date.
2.	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 bid
3.	Earnest Money Deposit (EMD): Bid Security (BS) Rs. 13,00,000/- (Rupees Thirteen lakhs only) or USD 13,000.00 (USD Thirteen Thousand only) has to be submitted as per the following form/ options:

	<p>1. Demand Draft 2. Insurance Security Bond 3. e-Bank Guarantee 4. Fixed Deposit in favour of Director, INCOIS payable at Hyderabad with validity for a period of 45 days beyond the bid validity period. 5. Online payment through NEFT/RTGS as per Bank details given below: foreign bank guarantees needs confirmation by an Indian nationalized bank</p> <p>Name of the Bank: SBI, HAL Campus Branch: HAL Campus Account Name: Director, INCOIS Account No.10442322840 IFSC Code: SBIN0001676</p> <p>The scanned copy of the same is to be uploaded to the GeM Portal while submitting the bid. Bank Guarantee should be sent by the issuing banker directly to the office of INCOIS, Hyderabad. The original DDs / Financial instruments if any should reach to INCOIS within 5 working days of Bid opening, failing which the bid may treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the bidder.</p>
4.	<p>Delivery Schedule: Within 08 months from the date of acceptance to the Purchase Order at Hyderabad, India.</p>
5.	<p>Acceptance of the order: The Successful bidder shall formally accept the Purchase order Within 15 days from the date of issue of the PO/Order. If the acceptance communication is not received within 15 days, then PO would be deemed to have been as accepted and binding on the successful bidder.</p>
6.	<p>Payment terms: 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 110% of same amount as advance bank guarantee from a nationalized/scheduled bank valid for a period of 01 year 02 months.</p> <p>If Foreign Purchase Order</p> <ul style="list-style-type: none"> • U-LC will be established for 100% order value against submission of <ol style="list-style-type: none"> a) Order Acceptance, b) Proforma Invoice, c) Original Airway Bill d) LC details e) Original Invoice f) Packing List g) Insurance Copy, if any h) Submission of 110% of 10 % contract value after acceptance of material at INCOIS as performance bank guarantee from a nationalized/scheduled bank valid for a period of 14 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>
7.	<p>Warranty clause: As per section 06 of the above.</p>
8.	<p>Liquidated Damages: if the Successful Bidder fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services(e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, the Procuring Entity</p>

	shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the ½% percent (or any other percentage if prescribed in the contract) of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s).
9.	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.
10.	Force Majeure Clause: On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week(7 days) from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.
11.	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.
12.	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.
13.	The Pre-Contract Integrity Pact format enclosed at Annexure- 3 has to be appropriately signed on white paper and attached/uploaded by all the participating bidders as pre-qualification along with technical bid. However, the successful bidder has to sign the Integrity pact as per Annexure 3 on <ul style="list-style-type: none"> a) On Rs. 200/- Indian non-judicial stamp paper In case of Indian Agents to a Foreign Company. b) On Company's Letter Head in case of Direct Foreign Bidder. Before award of the contract. The integrity pact will be monitored by IEMS's constituted by MoES.
14.	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.
15.	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
16.	The Bids shall be uploaded only after being signed by a duly authorized officer of the firm which is bidding for the bided system
17.	If any Bidders withdraws his bid after price bid is opened, within the validity period or makes any modifications in the terms and conditions of bid the EMD will be forfeited.
18.	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.
19.	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.
20.	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.
21.	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 Clarifications through GeM Portal only :- If bidder requires clarifications on any point in this document, it may be submitted through GeM Portal only and replies will be furnished by INCOIS through GeM Portal.

- **Pre Bid Conference 19.06.2026 (Hybrid Mode)**

If any correspondence / Clarifications are received outside CPP, despite above clear instructions such correspondence/ Clarifications will be ignored by INCOIS.

Declaration

I, _____ son/daughter of _____ aged _____ years and residing at _____ State and sole proprietor /managing partner /director of _____, after having read and understood the bid 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 bid document for engagement of service provider for **Supply of Bio Argo profiling floats with pumped CTD, FLBB and DO sensors (10 Nos)**

Signature of the Bidders/Authorised Signatory & date

Name

OFFICE SEAL,

Address

Note: The bidder /Bidders has to sign & stamp on all pages of bid document and upload the same

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 will remain in force up to and Including 45days after the period of bid validity i.e, up to..... And any demand in respect thereof should reach the bank not later than this date.

(Signature of the Bank)

Name of the Bidder

Bank Guarantee Format for Performance Security

To

The Director
Indian National Centre for Ocean Information Services (INCOIS)
Ocean vally, Pragathi Nagar (BO), Nizampet (SO)
Pragathi Nagar
Hyderabad-500 090

Whereas..... (name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no date..... to supply (Description of goods and Works/ Services) (hereinafter called "the contract").

And whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as perthe contract.

And, whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the sail debt from the contractor before presenting us with demand.We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... Otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.

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 Bio Argo profiling floats with pumped CTD, FLBB and DO sensors (10 Nos)**" 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, favor 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, favor, 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.
- 3.6 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 favor 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 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) constituted by MoES for this Pact in consultation with the Central Vigilance Commission.
- 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

BIDDER
CHIEF EXECUTIVE OFFICER Designation

Witness:

Witness:

1._____

1._____

2._____

2._____

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

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with 'The Principal' shall apply for registration in the registration form with the appropriate unit.

1.1 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement. It should cover - the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender. Any commission/ remuneration/ salary/ retainership, which the agent or associate receives in India or abroad from the Principal/ OEM, whether should be brought on record in the Agreement and be made explicit.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary, or a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order.

2.0 Disclosure of particulars of agents/ representatives in India, if any.

2.1 Bidders of Foreign nationality shall furnish the following details in their offers:

2.1.1 The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority are given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is an existing Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of Bidder that the commission/ remuneration, if any, payable to his agents/ representatives in India, maybe paid by 'The Principal' in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The 'Bidder/ Contractor' of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing the agent specifically to make an offer in India in response to tender either directly or through the agents/ representatives.

2.2.2 The amount of commission/ remuneration included in the price (s) quoted by Bidder for himself.

2.2.3 Confirmation of the foreign principals of Bidder that the commission/ remuneration, if any, reserved for Bidder in the quoted price(s), maybe paid by 'The Principal' in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares in case of operation items.

2.3 In either case, in the event of contract, materializing, the terms of payment shall provide for payment of the commission/ remuneration, if any, payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in clauses above shall render the concerned bid liable to rejection or, in the event of a contract materializing, the same liable to termination by 'The Principal'. Besides this, there would be a penalty of banning business dealings with 'The Principal' or damage or payment of a named sum.

ANNEXURE

OEM's Authorization Format

(On Company Letter Head)

(To be submitted as part of Technical bid)

OEM's Name _____

[Address and Contact Details]

OEM's Reference No. _____ Date.....

The Director,
INCOIS

[Complete address of the Procuring Entity]

Dear Sirs,

Ref. Your Tender Document No. Tend No./85/2025; Tender Title: Supply of Bio Argo profiling floats with pumped CTD, FLBB and DO sensors (10 Nos) at INCOIS,Hyderabad

We, -----, are proven and reputable manufacturers of the Tendered Goods. We have factories at----- . We hereby authorise Messrs-----(*name and address of the authorised dealer*) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is, dated/ since.....

We further confirm that no Contractor or firm or individual other than Messrs. (*name and address of the above-authorised dealer*) is authorized for this purpose.

As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.

Our details are as under:

Name of the Company:.....
Complete Postal Address:
Pin code/ ZIP code:
Telephone nos. (with country/ area codes):
Fax No.: (with country/ area codes):
Mobile Nos.: (with country/ area codes):
Contact persons/ Designation:
Email IDs:

We enclose herewith, as appropriate, *our ----- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution)*

Yours faithfully,

.....

[signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the OEM and seal of company]