

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 फ़ैक्स : 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

इंकाईस:क्रय: 48/2025
Ref. INCOIS: PUR: 48/2025

दिनांक: 25. 09.2026
Date: 25. 09. 2026

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. S I. 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)	इंकाईस हैदराबाद में 6 PiB क्षमता वाले डिस्क-बेस्ड स्टोरेज सॉल्यूशन की सप्लाई, इंस्टॉलेशन और कमीशनिंग, साथ ही 3 साल की ऑनसाइट वारंटी "Supply, Installation and Commissioning of a disk-based storage solution of 6 PiB Capacity along with 03-year onsite warranty at INCOIS ,Hyderabad".	इंकाईस:क्रय: 48/2025 INCOIS: PUR: 48/2025	जीईएम/2026/बी/8079224 दिनांक: 25.09.2026 GEM/2026/B/8079224 dated 25.09.2026	22.10.2026 15:00:00

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;) / श्री संतोष कुमार (ईमेल: santosh.kumar@incois.gov.in;)

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;) / Mr. Giridhar R V (email: rvgiridhar@incois.gov.in).


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

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	22-10-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-10-2026 15:00:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :bala@incois.gov.in Buyer Email id: rvgiridhar@incois.gov.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Supply, Installation, and Commissioning of a disk-based storage solution of 6 PIB capacity
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Disk Based Storage System
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Object Storage System (Appliance), Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Surveillance Hard Disk (V2), Potable Water Purification System DE - Ionization Based, SAN and Unified Storage System, Modular Work Stations (V3), Computer Storage Media Forensic Acquisition and Analysis Software, Optical Storage Media, LED Based Information Display System, Heavy duty longspan storage System
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	- Storage System (V2) - Enterprise Storage Area Network (SAN) Storage
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	900 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 पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover

बिड विवरण/Bid Details	
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation 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 1 (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 में 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 बढ़ाने 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
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	4 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
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
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ईएमडी राशि/EMD Amount	3600000
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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).	6

(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.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Director INCOIS

Payable at Hyderabad, Indian National Centre for Ocean Information Services, Ministry of Earth Sciences, Pragathi Nagar - Hyderabad -500090

(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)

No, we have got exemption from competent authority as defined in Dept of Expenditure OM dated 28.5.2020 : DOE 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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider 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 relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
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) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): 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. 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 and its subsequent Orders/Notifications issued by concerned Ministry. Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

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

PRICE BID - [1790248346.xlsx](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
08-10-2026 11:00:00	in Hybrid Mode at INCOIS, Pragathi Nagar, Hyderabad

Supply, Installation, And Commissioning Of A Disk-based Storage Solution Of 6 PiB Capacity (1 Unit)

(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

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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 - 500090 INDIA	1	90

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Supply, Installation, and Commissioning of a disk-based storage solution of 6 PiB capacity along with 03-year onsite warranty at INCOIS, Hyderabad View	Any discrepancy Between Specification Document and GeM GTC the content in this document prevail all conditions and specifications	Supply, Installation, And Commissioning Of A Disk-based Storage Solution Of 6 PiB Capacity(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Supply, Installation, and Commissioning of a disk-based storage solution of 6 PiB capacity along with 03-year onsite warranty at INCOIS, Hyderabad.

1) Warranty Period: 03-year onsite warranty from the date of acceptance of the material.

2) **Delivery and Completion Period:** Supply, Installation, Commissioning and Joint Acceptance should be completed in three (03) months from the date of acceptance of the Purchase Order (PO) on GeM ("Contract Completion Period").

3) **Payment Terms :**

90% payment will be released within 30 days upon completion of Supply, Installation, Commissioning and Joint Acceptance at INCOIS, Hyderabad along with original Ink signed commercial invoice, applicable Test Certificate, Pre-shipment inspection/Q.C. passed certificate, warranty undertaking. On successful completion of warranty period for three years, 10% of the contract value shall be paid or against submission of Performance Bank Guarantee/Advance Bank Guarantee valid for 36 months from the commencement date of warranty period plus an additional 60 days claim/buffer period.

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

Exemption from Public Procurement (Preference to Make in India) Order, 2017 :

"This tender is exempted from the mandatory local content requirements of the Public Procurement (Preference to Make in India) Order, 2017 (issued by DPIIT vide Order No. P-45021/2/2017-PP (B E-II) and its subsequent amendments). The Competent Authority of the Organization (Indian National Center for Ocean Information services) has accorded formal approval for this exemption under Para 14 of the PPP-MII Order due to specialized technical requirements of high-resolution climate simulation computing infrastructure. Consequently, all domestic and international/non-local bidders are eligible to participate in this bid, and no purchase preference margins will apply during financial evaluation."

3. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.

5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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 कार्यवाई 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: 48 /2025

24.09.2026

Open Tender Enquiry for Supply, Installation, and Commissioning of a disk-based storage solution of 6 PiB capacity along with 03-year onsite warranty at INCOIS, Hyderabad

Dear Sirs,

On behalf of Director, INCOIS tenders are invited in "Two Bid System" (Part -I Techno-Commercial Bid and Part-II Commercial Bid) from contractors with appropriate registration having adequate resources and setup for commissioning of a disk-based storage solution of 6 PiB capacity.

1.	Name of the work	:	Supply, Installation, and Commissioning of a disk-based storage solution of 6 PiB capacity along with 03-year onsite warranty at INCOIS, Hyderabad
2.	BID Reference No.	:	INCOIS: PUR:48/2025 dt24.09.2026
3.	Earnest Money Deposit (EMD)	:	Rs.36,00,000/- (Rupees Thirty Six lakhs only)
4.	Last date for seeking clarifications	:	28.09.2026
5.	Pre-Bid Conference (Hybrid)	:	08.10.2026 at 11:00 at INCOIS
6.	Due date Bid submission	:	22.10.2026 at 15:00 Hrs
7.	Bid opening date	:	23.10.2026 at 15:00 Hrs

The offers, in the prescribed format, shall be submitted through online Government e- Marketplace at <http://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; PhoneNo. 040 23886022)/Mr. R.V Giridhar (email: rvgiridhar@incois.gov.in PhoneNo. 040-23886055)

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 6000

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1. Introduction

The Indian National Centre for Ocean Information Services (INCOIS), Hyderabad, is mandated to provide ocean information and advisory services to various stakeholders through sustained observations and focused research. Under Vertical 2 of the Deep Ocean Mission, INCOIS is developing ocean climate change services by assessing the integrated projected change in sea level, cyclone, storm surge, waves, and their impact on the coastal marine ecosystem. The regional downscaling of these climate-sensitive variables will be done through high-resolution dynamical coupled models. These simulations demand a suitable computing facility to run and moreover, as these climate simulations are to be run in 8-10 ensembles, consisting of 100-120 model years of simulation each, it will generate a huge amount of data.

In order to support these activities, it is proposed to procure, install and commission a disk-based storage solution of 6 PiB. This system should be able to handle the parallel file system and needs to be seamlessly integrated with the existing storage for smooth transfer of generated data from TARANG HPC to the proposed storage system. However, due care to be taken to ensure that the performance of the existing storage system is not hampered with the enhancement of storage.

2. Scope of work:

Supply, installation, and commissioning of a disk-based storage solution of 6 PiB capacity along with three years onsite warranty for seamless connectivity to the existing HPC system.

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

- Bidder must be a Company registered under Indian Company Act 1956/Companies Act, 2013 or firms registered under any applicable Indian statute (Partnership Act, LLP Act etc). Registration certificate to be submitted. Proofs for Registration of company, PAN and GST certificates to be submitted.
- Bidder should provide profile of their company including its infrastructure, availability of technical manpower.
- Bidders shall provide a single point of contact (SPOC) and escalation matrix (name/phone/email) for coordination during execution and warranty period.
- Bidder shall provide the MAF from storage OEM with specific reference to this tender as per Annexure II.

- e) The bidder should have an average annual financial turnover of Rs. 09.00 Crores or more during the last three years ending March 31, 2026 or end of the last financial year.
- f) OEM should have support/service center in India. The location details of support/service center is to be submitted.
- g) Bidder/OEM should have past experience in similar nature of work in last three years ending previous day of last date of submission of the online Bid. Out of which one work of value Rs. 14.40 Cr OR two works of value Rs. 09.00 Cr OR three works of value Rs. 07.20 Cr. Similar Nature of Work means Supply, installation, and commissioning of a storage solution of at least 3 PiB capacity. Bidder should provide list of clients and their contact details and the installation/commissioning reports.
- h) Bidders/OEM must submit a 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. Bids without technical compliance and data sheets/catalogues will not be considered.
- i) Bidder must submit a self-declaration that their firm is not barred by any organization under MoES (Annexure -I).
- j) Bidder has to submit Pre-Contract Integrity Pact (Annexure -VII) on their company letterhead, without which the bid stands invalid.
- k) Bidder should submit the EMD (as per clause 06 under section 07 of General terms and conditions), without which the bid stands invalid.
- l) **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.

Note: 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.

4. Technical Specifications

S. No.	Specification	Requirement
1	Capacity	6 PiB The parallel file system must support a minimum 6PiB usable space under a single global name space, after RAID or equivalent implementation, creation and file system formatting. For e.g.: Linux "df" command will be used to verify file system size after creation. Bidders must provide fully OEM supported and licensed parallel file system and storage solution. These licenses should be perpetual licenses.
2	Architecture	Disk storage comprises of modular building blocks, with each block having all the components. Dedicated I/O Servers. - Infiniband based controllers/servers (HDR 200 or equivalent). - Storage with dual active-active RAID controllers/servers. - Separate data and metadata storage for PFS. - Usable capacity should be as per benchmark description after RAID6 created and file system formatting excluding Metadata.
3	Availability	Proposed storage solution MUST NOT have any single point of failure. Storage must be able to sustain failure of double disks in an array, enclosures, chassis, controller, I/O path, network path and I/O server Designed for 99.9999% (five nines) of availability, In case of failure of storage controller the impact on performance and capacity in the total storage should not more than 10%. The proposed solution should offer this resiliency at the controller level.

4	Controllers	Controllers / Servers must support - RAID6 configurations or equivalent implementation - SAS/SATA/Solid State Disks - Redundant Hot Pluggable Power & Cooling modules - Dedicated firmware/OS for storage processing only.
5	Parallel File System (PFS)	PFS should support - POSIX Compliance - User and Group quotas - Fine grained locking so that multiple clients can read/write from the same file simultaneously - Recovery mechanism to tolerate client, server or network failure - SNMP based error/fault reporting - Component health monitoring
6	Protocol Support	pNFS, CIFS, NFS, SNMP protocols
7	Disk type	System must be configured with 16TB or higher capacity NL-SAS (6 Gbps or higher, 7200 RPM or higher. Metadata must be on NVMe SSD / Solid State.
8	RAID Levels	RAID Level 6 or equivalent or better technology with documentary proof for Parallel File System data and home directories. Metadata storage for PFS must be hosted on RAID1+0 layout. Must support protection against double disk failures in the same RAID group.
9	Performance	Minimum 1GB/s of sustained RW throughput for every 100 TiB storage in home storage (60GB/s for the capacity of 6.0 PiB extended storage). Any upgrade to the disk capacity would need additional throughput proportionately in the ratio mentioned above. Both read and write performance criteria must be met separately. Benchmarks must be run with full feature set that bidders expects in normal production workload. PFS must support at least 100000 file creates/sec of metadata performance. Bidders should describe how each storage pool can efficiently store and access small files (<1 MB) as well as large files (> 4 GB). Metadata capacity to accommodate 8 Billion files.
10	Scalability	Storage must be scalable to 2 times more than the proposed usable capacity - without any performance hit or migration activity - by adding disks, tapes, controllers/servers and enclosures to existing storage system - in single global namespace - with additional 1GB/s aggregate read and write performance on every 100 TiB upgrade.
11	Data Integrity	The storage system must support detection of silent data corruption by doing parity checking on both write and read operations. System should also support fixing corruption in case of parity mismatch.
12	Rebuild Time	It is desirable that any single component failure in a storage subsystem must not reduce performance of that storage subsystem by more than 50% after recovery period of no longer than 15 minutes. The reference performance is the maximum demonstratable performance as measured by the IOR / mF IO benchmark. Should not take more than a day to rebuild failed disk on an idle RAID6 group. This needs to be demonstrated at the time of the technical evaluation. Preference will be given to the system that has special features to reduce rebuild time. Bidders must specify maximum number of simultaneous rebuild tasks the storage system will support, and it should not be less than 2 simultaneous tasks.
13	Storage Management	Support certification authority and Secure Socket layer (SSL). Support role-based access control. Support centralized upgrade for mass updates.
14	Files & system	- Any single file system shall accommodate at least 106 files. Each file system provided in the storage device shall be 2 Terabytes and capable of storing a single file upto 1 Terabytes. - All file systems shall be provided with the call interfaces for C and FORTRAN file system administration libraries. - The system under bidder's Proposal shall be able to use many kinds of different file systems at the same time, and the files within the file systems must be accessible by the standard UNIX or LINUX command. - Supplier shall describe the following in details regarding the file systems that are supported by the system under bidder's Proposal: - Maximum capacity of filesystem. - Maximum number of files to be accommodated. - Maximum number of directories to be accommodated. - Size of the largest single file to be accommodated. - Size of the largest single directory to be accommodated.

		6. Security control setting. 7. Cache setting. 8. Statistics regarding the execution efficiency of file systems. 9. Other information pertinent to the file system from the bidder viewpoint. • Global file system should be provided. All hosts shall be allowed to share access to file systems via their respective output/input channels; regardless the system under bidder's Proposal is single system or separation system. Global file systems shall be provided with highly functional backup mechanisms together with dispersive lookup file capability to support other operating system platforms. • All processing nodes shall allow access to all files stored in the systems via the standard UNIX or LINUX commands, without specifying the name or address of processing node.
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Other Technical Terms and Conditions

- All specifications mentioned above are minimum requirements. Vendors may offer superior specifications, provided full technical compliance is demonstrated and supported with relevant datasheets.
- The system should be based on modern and latest technology
- The roadmap of the proposed storage solution is to be provided.
- Bidder / OEM is encouraged to visit site to understand the details of existing HPC and associated allied infrastructure.

5. 03 Y onsite Warranty Clause:

- Warranty period is 36 months from the date of acceptance.
- The proposed solution should have an uptime of 99.5%. If supplier fails to maintain the required system uptime then the warranty period will be extended twice the down time without payment of charges.
- The updates / upgrades of associated software should be provided free of cost.
- The defects, if any, are to be rectified free of charge by arranging free replacement wherever necessary.
- All charges involved for sending of defective items have to be borne by bidder. All the duties/ taxes relating to these replacements have to be borne by the supplier. Dispatch details of such warranty replacements have to be informed in advance.
- The bidder shall assure the supply of spare parts at least for a period of 5 years after warranty is over.

6. Contents of the Bid: The quotes should be submitted in two bid formats.

Part-I Technical Bid: Technical bid should contain filled-in Table-1 and Table-2 along with legible documentary proof, without which the offer will not be considered further.

Part-II Commercial Bid: Commercial Bid should contain filled-in Table-3. Please confirm whether prices are Quoted in commercial bid or not (Yes / No). Strictly do not mention / quote prices here.

Table 1: Eligibility Compliance

S No	Description	Compliance status Yes / No	Page number against the Proof attached.	Remarks/ Deviation s, if any
1.	Name of the Bidder			
2.	The bidder is a 1) Registered Indian under Indian Company Act 1956 / 2) Proprietary / 3) OEM/(s) / 4) System Integrator / 5) Others			
3.	Bidder Address and contact details like E Mail , Phone etc.,			
4.	MSE / NSIC certificate details if any Registration/ License from the Government: GST Registration No.			

S No	Description	Compliance status Yes / No	Page number against the Proof attached.	Remarks/ Deviation s, if any
	PAN Number			
5.	Bank details of the firm:			
6.	Single Point of Contact: Name, E-Mail and Ph No.			
7.	Bidder must be a Company registered under Indian Company Act 1956/Companies Act, 2013 or firms registered under any applicable Indian statute (Partnership Act, LLP Act etc). Registration certificate to be submitted. Proofs for Registration of company, PAN and GST certificates to be submitted.			
8.	Bidder should provide profile of their company including its infrastructure, availability of technical manpower.			
9.	Bidder shall provide a single point of contact (SPOC) and escalation matrix (name/phone/email) for coordination during execution and warranty period.			
10.	Bidder shall provide the MAF from storage OEM with specific reference to this tender as per Annexure II.			
11.	The bidder should have an average annual financial turnover of Rs. 9.00 Crores or more during the last three years ending March 31, 2026 or end of the last financial year.			
12.	OEM should have support/service center in India. The location details of support/service center is to be submitted.			
13.	Bidder /OEM should have past experience in similar nature of work in last three years ending previous day of last date of submission of the online Bid. Out of which one work of value Rs. 14.40Cr OR two works of value Rs. 09.00 Cr OR three works of value Rs. 07.20 Cr. Similar Nature of Work means Supply, installation, and commissioning of a storage solution of at least 3 PiB capacity. Bidder should provide list of clients and their contact details and the installation/commissioning reports.			
14.	Bidders/OEM must submit a 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. Bids without technical compliance and data sheets/catalogues will not be considered.			
15.	Bidder must submit a self-declaration that their firm is not barred by any organization under			

S No	Description	Compliance status Yes / No	Page number against the Proof attached.	Remarks/ Deviation s, if any
	MoES (Annexure -I).			
16.	Bidder has to submit Pre-Contract Integrity Pact (Annexure -VII) on their company letterhead, without which the bid stands invalid.			
17.	Bidder should submit the EMD (as per clause 06 under section 07 of General terms and conditions), without which the bid stands invalid.			
18.	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 "startup" 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.			

b) Technical Compliance

Sl. No.	Specification	Tender Requirement	Compliance (Yes/No)	Remarks (Positive compliance statement without supporting datasheets wherever necessary will be summarily rejected)
1	Capacity of the storage system	6.0 PiB storage capacity for home directories, post-processing, etc.		
2	Architecture	Disks comprise modular building blocks, with each block having all the components. Aggregation of capacity and performance can be achieved in a linearly scalable fashion. Architecture should provide a single pool of storage with distributed and balanced I/O paths, eliminating performance bottlenecks. It should be possible to partition the storage into logical distinct groups.		
3	Controllors	All the storage controllers / servers supports - RAID6 configurations or equivalent implementation - SAS / SATA / Solid State Disks - Redundant Hot Pluggable Power & Cooling modules - Dedicated firmware/ OS for storage processing only.		
4	Parallel File System features	- POSIX Compliance - User and Group quotas - Fine grained locking so that multiple clients can read/write from the same file simultaneously - Recovery mechanism to tolerate client, server		

		- or network failure - SNMP based error/fault reporting - Component health monitoring		
5	Protocol support for Parallel File System	pNFS, CIFS, NFS, SNMP		
6	Disk type	16TB or higher capacity NL-SAS (6 Gbps or higher, 7200 RPM or higher. Metadata must be on NVMe SSD / Solid State.		
5	RAID Levels	RAID Level 6 or equivalent or better technology. Metadata storage for PFS on RAID1+0 layout.		
6	I/O	Minimum 1GB/s of sustained RW throughput for every 100 TiB storage in home storage (60GB/s for the capacity of 6.0 PiB extended storage). PFS must support at least 100000 file creates/sec of metadata performance.		
7	Scalability	Scalable to 2 times more than the proposed usable capacity with additional 1GB/s aggregate read and write performance on every 100 TiB upgrade. Scalable without any performance hit or migration activity by adding disks, tapes, controllers/servers and enclosures to existing storage system in single global namespace		
8	Data Integrity	Detection of silent data corruption by doing parity checking on both write and read operations. Support fixing corruption in case of parity mismatch.		
9	Storage management	Support certification authority and Secure Socket layer (SSL). Support role-based access control. Support centralized upgrade for mass updates.		

Note: any compliance claim without required supporting documents will not be accepted

Part -II: Commercial Bid (un-priced bid)

S.No	Item Description	Quantity	Please confirm whether prices are Quoted in commercial bid or not. (Yes / No) <u>Strictly do not mention/quote prices here.</u>
1	Supply, installation, and commissioning of a disk-based storage solution of 6 PiB capacity along with 03-years onsite warranty at INCOIS, Hyderabad.	01 No	

7. General terms and Conditions

Point No.	Details
1.	Validity Period: Bids/Offer shall have the validity period of 90 days from the tender closing date.
2.	Acceptance of the order: The Successful bidder shall formally accept the Purchase order Within 10 days from the date of issue of the PO/Order. If the acceptance communication is not received within 10 days, then PO would be deemed as accepted and binding to the successful bidder.
3.	Delivery and Completion Period: Supply, Installation, Commissioning and Joint Acceptance should be completed in three (03) months from the date of acceptance of the Purchase Order (PO)

	on GeM ("Contract Completion Period").
4.	Warranty Period: 03-year onsite warranty from the date of acceptance of the material.
5.	Payment terms: 90% payment will be released within 30 days upon completion of Supply, Installation, Commissioning and Joint Acceptance INCOIS, Hyderabad along with original Ink signed commercial invoice, applicable Test Certificate, Pre-shipment inspection/Q.C. passed certificate, warranty undertaking. On successful completion of warranty period for three years, 10% of the contract value shall be paid or against submission of Performance Bank Guarantee/Advance Bank Guarantee valid for 36 months from the commencement date of warranty period plus an additional 60 days claim/buffer period. <i>Net payment will be released after statutory deductions. No advance payment will be allowed and no other payment terms will be considered.</i>
6.	Earnest Money Deposit (EMD): Bid Security (BS) Rs.36,00,000/- (Rupees thirty six lakh only) has to be submitted as per the following form/ options: 1. Demand Draft 2. Insurance Security Bond 3. e-Bank Guarantee 4. Fixed Deposit in favor of Director, INCOIS payable at Hyderabad with validity for a period of 45 days beyond the tender validity period. 5. BG for Bid Security format at Annexure -III 6. Online payment through NEFT/RTGS as per Bank details given below: Name of the Bank: SBI, HAL Campus Branch: HAL Campus Account Name: Director, INCOIS Account No.10442322840 IFSC Code: SBIN0001676 The scanned copy of the same is to be uploaded to the GeM Portal while submitting the tender. 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 02 working days of Bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the bidder. Micro and Small Enterprises (MSEs) registered under Udyam Registration and Startups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from submission of EMD, subject to uploading a valid registration certificate.
7.	Performance Guarantee / Security Deposit: Successful Bidder should submit Performance Bank Guarantee 5% of the total contract value valid for 6 months, with in 15 days of acceptance of the contract per format in (Annexure -IV) in the following form/ options: Demand Draft Insurance Security Bond e-Bank Guarantee Fixed Deposit Receipt in favor of Director, INCOIS payable at Hyderabad Online payment through NEFT/RTGS as per Bank details given below: Name of the Bank: SBI, HAL Campus Branch: HAL Campus Account Name: Director, INCOIS Account No.10442322840 IFSC Code: SBIN0001676 Performance Guarantee is liable to be invoked in the event of Non-execution contract during validity period of the contract If the service of the successful bidder is found to be unsatisfactory and fails to adhere to our bid terms and conditions Any unilateral revision/decision made by the successful bidder during the validity period of the contract.
8.	INCOIS is partially exempted from Customs duty under Customs Duty exemption in terms of Notification No. 51/96-Customs dated 23rd July, 1996, amended by Notification No. 43/2017 dated 30.06.2017, further amended by Notification No. 42/2022-Customs dated 13.07.2022, Notification No.07/2024-Customs dated 29.01.2024, amended further vide Notification No.

	38/2024-Customs dated 23rd July, 2024 as amended from time to time. INCOIS will issue the applicable concessional certificate upon request in the bid as end user scientific institute.
9.	The successful bidder must sign a comprehensive Non-Disclosure Agreement (NDA) as per Annexure VI on Rs.100/-Non -Judicial Stamp Paper or e-Stamp paper in the prescribed format within 15 days of receiving the GeM contract before access to the TARANG HPC data centre is granted.
10.	The Pre-Contract Integrity Pact format enclosed at Annexure- VII has to be appropriately signed and attached/uploaded by all the participating bidders as pre-qualification along with technical bid. Scanned copies signed on company letterhead are acceptable during the online bidding stage. However, the successful bidder has to submit physical signed Integrity pact at the time of award of Contract as per Annexure VII on 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
11.	Exemption from Public Procurement (Preference to Make in India) Order, 2017 : "This tender is exempted from the mandatory local content requirements of the Public Procurement (Preference to Make in India) Order, 2017 (issued by DPIIT vide Order No. P-45021/2/2017-PP (BE-II) and its subsequent amendments). The Competent Authority of the Organization (Indian National Center for Ocean Information services) has accorded formal approval for this exemption under Para 14 of the PPP-MII Order due to specialized technical requirements of high-resolution climate simulation computing infrastructure. Consequently, all domestic and international/non-local bidders are eligible to participate in this bid, and no purchase preference margins will apply during financial evaluation."
12.	The OEM/Bidder must submit a formal declaration certifying that the storage hardware, controllers, and PFS operating system are free from any embedded malicious code, backdoors, or hardware vulnerabilities that could compromise government IT networks.
13.	INCOIS is a restricted area; personnel follow all security regulations, confine themselves to the work area and do not tamper with any user equipment. The Successful Bidder ensures the safety of its workforce, provides PPE, and makes good any damage attributable to it (except under force majeure) at its own cost.
14.	Bidders should fill in and submit the compliance statements along with bid. Offers received without the compliance statements will be summarily rejected. Any falsification/suppression of information could lead to disqualification. Any deviations technically or commercially should be clearly indicated in the technical bid offer only
15.	Any bidder from a country which shares a land border with India shall be eligible to bid in this tender only if the bidder is registered with the Competent Authority, i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), in terms of Department of Expenditure O.M. No. F.7/10/2021-PPD dated 23.02.2023 read with O.M. F.No. 6/18/2019-PPD dated 23.07.2020 and the amendments thereto. The bidder shall submit a certificate to this effect in the bid. If the certificate is found false, this would be a ground for immediate termination and further legal action in accordance with law.
16.	Termination for default: Where the Contractor commits a material breach – including a repeated breach after a Performance Improvement Notice, INCOIS may, after issuing 15 (fifteen) days' written notice to cure and the Contractor having failed to cure within that period, terminate the contract in whole or in part and forfeit the Performance Guarantee in full. INCOIS may additionally get the balance work executed at the Contractor's risk and cost and recover the excess expenditure from any sum due to the Contractor or from the Performance Guarantee. INCOIS may also terminate the contract for convenience on 90 (ninety) days' written notice, in which case the Contractor is paid for services satisfactorily rendered up to the date of termination and the Performance Guarantee is released, with no further claim on either side. Termination does not prejudice any accrued right or remedy of either party.
17.	Start ups: In order to promote make in India and startups, the prior turnover 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 for

	Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry
18.	If any loss or damage is caused to INCOIS in any way, by installation the cost of the same will be recovered from the successful bidder.
19.	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
20.	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. a) To recover at the rate of 0.5% per week for the value equivalent to undelivered material / services against the delay in execution of the order or part thereof subject to a maximum of 10% of the services/material not executed/delivered. b) To purchase elsewhere, after due notice to the Bidder 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.
21.	Force Majeure Clause: A Force Majeure (FM) means extraordinary events or circumstances beyond human control, such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability and obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not entirely excuse a party's non-performance but only suspends it for the duration of the FM. The firm must give notice of FM within a reasonable time as the conditions permit (not later than 14 days after its occurrence), and it cannot be claimed ex-post facto. There may be an FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may, at its option, seek to terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.
22.	Dispute Resolution: (a) Any dispute or difference arising out of or in connection with this contract shall first be settled amicably by discussion between INCOIS and the Contractor, within 30 days of a written dispute notice by either party. (b) Failing amicable settlement, the dispute shall be referred to a Dispute Resolution Committee comprising representatives of INCOIS and the Contractor, chaired by an officer nominated by the Director, INCOIS, which shall Endeavour to resolve the matter within 30 days of its constitution. (c) Failing resolution under (b), the parties may by mutual written consent refer the dispute to mediation under the Mediation Act, 2023. (d) Arbitration shall not be a method of dispute resolution under this contract. Disputes not resolved through (a) to (c) shall be adjudicated by the courts at Hyderabad, Telangana, which alone shall have jurisdiction. This contract is subject to the laws of India alone.

8. **Technical Clarifications:** If firms require clarifications on certain points in the document, they can be submitted through GeM on or before September 28, 2026. Note: Firms may submit a combined/consolidated query only once and no subsequent clarifications can be entertained. Queries should be forwarded through GEM only.

9. **Pre-bid Conference:** INCOIS has made every effort to bring out the requirements to facilitate the Firms to make their proposals. However, keeping in view that Firms may have clarifications on certain points in the Document before submitting the Proposal, a Pre-bid meeting will be held at INCOIS, Hyderabad (Hybrid Mode) on October 08, 2026 at 11:00 hrs. During the pre-bid meeting, a brief presentation will be done by INCOIS on the bid requirements. The firms should submit authorisation for Attending Pre bid Conference as per Annexure V. The firms also are required to make a detailed presentation of their technical proposals (Company Profile, Proposed Products, Implementation Plan, etc.) if required. It is desired that the firm also demonstrate the features of the products that they have quoted. All the clarifications will be consolidated and shared to the vendors after the pre-bid meet and addendum/corrigendum will be added in the tender column of INCOIS website (if required only).

10. **Contact details:**

Dr Abhisek Chatterjee
Scientist
040-23886030
abhisek.c@incois.gov.in

Shri V Subrahmanyam
Purchase Officer,
040-23886022
manyam@incois.gov.in

Declaration:

I _____, years and residing at _____, son/daughter of _____, aged _____ years, State and Sole Proprietor / Managing Partner / Director of _____ after having carefully studied the GeM Bid No. _____ dated _____, floated by the Institute, hereby undertake that I agree to and shall abide by the terms prescribed in the said tender document for "Supply, Installation, and Commissioning of a disk-based storage solution of 6 PiB capacity along with 03-year onsite warranty at INCOIS, Hyderabad"

Eligibility Declarations

(On company letter head duly signed and stamped by the authorized signatory)

(To be submitted as part of Technical bid)

(On Company Letterhead)

(Along with supporting documents)

Ref: Your Tender Document No. INCOIS: PUR:48/2025; Tender Title: **Supply, installation, and commissioning of a disk-based storage solution of 6 PiB capacity along with 03-year standard warranty.**

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date _____

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.]

Eligibility Declarations

(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)

We hereby confirm that we comply with all the stipulations of tender document and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

Legal Entity of Bidder: _____

Bidder/ Agent Status: _____

We solemnly declare that we (including our affiliates or subsidiaries or constituents):

- (a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
- (b) (including our Contractors/ subcontractors for any part of the contract):
 - i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or
 - ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
- (c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
- (d) We certify that we fulfil any additional eligibility Criteria mentioned prescribed in Tender Document.
- (e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;

we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. /PSU/ Others:.....
- b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

Start-up Status

we confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]

OEM's Authorization Format

(On OEM letter head duly signed and stamped by the authorized signatory)

(To be submitted as part of Technical bid)

OEM's Name _____

[Address and Contact Details]

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

The Director

Indian National Center for Ocean Information Services (INCOIS)

Pragathi Nagar -Hyderabad - 500090

Dear Sirs,

Ref. Your Tender Document No. 48/2025 Tender Title: **Supply, installation, and commissioning of a disk-based storage solution of 6 PiB capacity along with 03-year onsite warranty**

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]

DA: As above

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(being the provision of comprehensive annual maintenance services for the Supply, installation, and commissioning of a disk-based storage solution of 6 PiB capacity along with 03-year onsite warranty under tender No. INCOIS: PUR 48/2025)(herein after 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 upto the above amount up on receipt of its first written demand, with out 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 45 days 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 Valley, 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 (Description of 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 per the 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 said 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.

Authorization for Attending Pre-bid Conference.
(On company letter head duly signed and stamped by the authorized signatory)

Bidder's Name _____
 [Address and Contact Details]
 Bidder's Reference No. _____ Date.....
 To
 The Director, INCOIS
 INCOIS

Ref: Tender Document No. INCOIS: PUR:48/2025; Tender Title: **Supply, installation, and commissioning of a disk-based storage solution of 6 PiB capacity along with 03-year standard warranty.**

Subject: Authorization for attending Pre-bid Conference on _____ (date).

Following persons are hereby authorized to attend the Pre-bid Conference for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Sr.	Name	Government Photo ID Type/ Number

Note:

Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-bid opening. An alternate representative shall be permitted when regular representatives are not able to attend. Permission to enter the hall where the pre-bid conference is conducted may be refused if authorization as prescribed above is not submitted.

Signatures of bidder

or

Officer authorized to sign the bid.

Documents on behalf of the bidder

[name & address of Bidder and seal of company]

MUTUAL NON-DISCLOSURE AGREEMENT

(On company letter head duly signed and stamped by the authorized signatory)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into on this _____ day of _____ 2026 ("Effective Date"), by and between:

1. **INDIAN NATIONAL CENTRE FOR OCEAN INFORMATION SERVICES (INCOIS)**, an Autonomous Body under the Ministry of Earth Sciences, Government of India, having its campus at "Ocean Valley", Pragathi Nagar (BO), Nizampet (SO), Hyderabad - 500090, Telangana, India (hereinafter referred to as "**Disclosing Party**" or "**INCOIS**", which expression shall unless repugnant to the context include its successors and permitted assigns); **AND**
2. **[INSERT SUCCESSFUL BIDDER NAME]**, a company incorporated under the Companies Act, 2013 (or applicable statute), having its registered office at [Insert Registered Address] (hereinafter referred to as "**Receiving Party**" or "**Vendor**", which expression shall unless repugnant to the context include its successors and permitted assigns).

INCOIS and the Vendor shall individually be referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- a) INCOIS issued a GeM Tender Reference No: **INCOIS:PUR:48/2025** for the "Supply, installation, and commissioning of a disk-based storage solution of 6 PiB capacity along with 03-year standard warranty".
- b) In connection with the execution, integration, and maintenance of this storage solution with the live **TARANG HPC Parallel File System (PFS)** environment, the Vendor will have access to proprietary data, infrastructure topologies, security configurations, and scientific datasets.
- c) The Parties wish to define the terms governing the protection of such confidential info.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Definition of Confidential Information

"Confidential Information" refers to any proprietary info disclosed by INCOIS to the Vendor, whether orally, visually, or in written/digital format. This includes, but is not limited to:

- HPC Architecture: Network diagrams, IP addresses, cluster topologies, and login credentials of the TARANG HPC system.
- Scientific Data: Climate simulations, deep ocean mission data, model codes (C/FORTRAN libraries), and oceanographic data files.
- Operational Data: Strategic project plans, internal security protocols, and operational workflows.

2. Obligations of the Receiving Party

The Vendor agrees to handle all Confidential Information with strict care. The Vendor must:

- Limited Use: Use the information *solely* to install, integrate, and service the 6 PiB storage solution.
- Strict Security: Use the same level of security measures it uses for its own highly sensitive data, and never less than a reasonable standard of care.
- Restricted Access: Share Confidential Information only with employees or authorized OEM technical engineers who *need to know* it for project execution.
- No Copying: Prevent any unauthorized copying, reverse engineering, or modification of INCOIS infrastructure software and datasets.

3. Exclusions from Confidential Information

This Agreement does not apply to information that the Vendor can prove:

- Was already in the public domain at the time of disclosure.
- Became public after disclosure through no fault of the Vendor.
- Was already rightfully in the Vendor's possession before receiving it from INCOIS.
- Was independently developed by the Vendor without using INCOIS's Confidential Information.

4. Live Environment Data Safety & Liabilities

- **Data Integrity:** The Vendor acknowledges that any integration work happens on a live computing environment . The Vendor must ensure that its actions do not corrupt, delete, or alter any existing data pools on the TARANG HPC .
- **Data Exfiltration:** No data from the INCOIS storage system may be transferred out of the physical data center facility via external drives, remote networks, or any other means without written permission from the Director of INCOIS.

5. Term and Termination

- **Duration:** This Agreement remains active for a period of five (5) years from the Effective Date, or two (2) years beyond the expiry of the warranty/AMC period, whichever is longer .
- **Return of Data:** Upon termination or project completion, the Vendor must immediately return or securely delete all digital files, credentials, and documentation provided by INCOIS, and submits a formal destruction certificate.

6. Remedies and Penalties

- **Material Breach:** The Vendor agrees that any leak of Confidential Information will cause irreparable harm to INCOIS.
- **Financial & Legal Actions:** In the event of a breach, INCOIS has the right to:
 1. Terminate the main procurement contract immediately at the Vendor's risk and cost .
 2. Forfeit the Performance Bank Guarantee (PBG) in full .
 3. Seek financial damages and legal injunctions under applicable Indian laws.

7. Governing Law and Jurisdiction

This Agreement is governed by the laws of India . Any unresolved disputes related to confidentiality will be subject to the exclusive jurisdiction of the **Courts at Hyderabad, Telangana** .

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement through their authorized representatives on the date written above .

For and on behalf of INCOIS:

Signature: _____
 Name: _____
 Designation: _____
 Official Seal :

For and on behalf of [Successful Bidder Name]:

Signature : _____
 Name : _____
 Designation : _____
 Official Seal :

Integrity Pact -Format

(On company letter head duly signed and stamped by the authorized signatory)

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 202__ at _____, India.

BETWEEN

Indian National Center for Ocean Information Services (INCOIS), _____ through Director INCOIS, for and on behalf of President of India (hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the "The Bidder/ Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

'The Principal' intends to award, under laid down organizational procedures, contract/ s for _____, 'The Principal' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s). In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the 'The Principal'

- (1) 'The Principal' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal shall exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Contractor'

- (1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
 - c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the

payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.

- e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings or as per the GeM Incident Management Policy".

Section 4 - Compensation for Damages

- 1) If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- 1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings or as per the GeM Incident Management Policy".

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- 1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- 2) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the Head of the Procuring Organisation.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.
- (5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- (7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 04 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organisation.

Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- 2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- 3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- 5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Contractor.'

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Place

Date

Witness 1:

Witness 2:

- 1) 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, 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) 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 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, may be 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), may be paid by 'The Principal' in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Services.
- 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.