

Global Tender for

High Pressure(600 bar) Retaining Water Sampler system to study Deep-Sea Microbes

**गहरे समुद्र में सूक्ष्मजीवों का अध्ययन करने के लिए उच्च दबाव (600 बार) रिटेनिंग वॉटर सैंपलर
प्रणाली के लिए वैश्विक निविदा**



**राष्ट्रीय महासागर प्रौद्योगिकी संस्थान
NATIONAL INSTITUTE OF OCEAN TECHNOLOGY
वेलचरी ताम्बरम मेन रड
VELACHERY TAMBARAM MAIN ROAD
नो.रायणपरम, चेन्नै 600 100
NARAYANPURAM, CHENNAI 600 100.**



NATIONAL INSTITUTE
OF
OCEAN TECHNOLOGY

NOTICE INVITING TENDER (NIT)

Form No.

NIOT/S&P/NIT



निविदा संख्या/ Tender No.	NIOT/HVT/1322R/2023-24
कोजारी/ Tender Title	High Pressure(600 bar) Retaining Water Sampler system to study Deep-Sea Microbes
निविदा प्रणाली/Tender Mode	CPP portal (Open Tender- Dual Bid) –Global tender
निविदा जारी करनेकी तारीख/ Tender issue date	30.10.2024
निविदा समापन तिथि और समय/Tender closing date and time	29.11.2024@11.00Hrs
निविदा खोलनेकी तिथि और समय/Tender opening date and time	29.11.2024@11.30Hrs
ईएमडी जमा करना/ Submission of EMD	INR 11,60,000/- a) Scanned copy of the EMD instrument to be uploaded in the CPP portal. b) Original EMD should be submitted through courier/ speed post or in person dropped at the tender box before the closing date and time of the tender
निविदा दस्तावेज उपलब्ध स्थान/ Tender Documents available place	Tender documents can be downloaded from CPP Portal eprocure@nic.in and NIOT website www.niot.res.in till closing date and time of the Tender.
बोलीका प्रकार & निविदा जमा करना /Bidding Type &Tender submission	The tender is being Two Bid system, Techno- commercial Bid and BOQ (Price Bid) should be uploaded separately and electronically through CPP portal http://eprocure@nic.in
ई-निविदा के लिए हेल्प मैनुअल/ Help manual for e-tender	Bidders may be downloading the help documents 0120-4001002,0120-40001005,0120-6277787 support-eproc@nic.in For any issues/clarification relating to the tender(s) published kindly contact the respective tender inviting authority
अपने प्रश्न ईमेल आईडीपर भेजें ,Send your queries to the email ID	निविदा के अंतिम चरण तक/Upto Tender finalization hvt@niot.res.in

राष्ट्रीय महासागर प्रौद्योगिकी संस्थान / NATIONAL INSTITUTE OF OCEAN TECHNOLOGY
वेलचरीताम्बरममेनरड / VELACHERY TAMBARAM MAIN ROAD
नारारयणपुरम, चेन्नई 600 100 / NARAYANPURAM, CHENNAI 600 100
रा.स.प्रौ.स्. वेबसाइट / NIOT Website <http://www.niot.res.in/tenders>

Bid Preparation and Tender Submission Procedure

Bidders may download the help documents and Bidders manual kit and FAQ from www.eprocure.gov.in/app . Toll free Helpdesk phone number.

a) For any technical queries related to operation of the Central Procurement Portal please mail to [cphp-nic\[at\]nic.in](mailto:cphp-nic[at]nic.in) OR please call 24 x 7 Toll Free No. 1800 3070 2232 and Mobile Numbers 91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874.

b) In addition to the above numbers, the new helpdesk numbers are: Mobile Numbers- 91 8826246593 Tel : The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002.

c) For any policy related matter / clarifications pl contact [cphp-doe\[at\]nic.in](mailto:cphp-doe[at]nic.in) - managed by Dept of Expenditure, Min of Finance.

d) For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

e) The prospective Bidders should register themselves in the CPHP Portal and submit the Bids electronically through the CPHP portal. The paper based physical Tender submission is not permitted.

24 X 7 help desk details of eProcurement Portal is mentioned below:

Help Desk No. 0120-4200462, 0120-4001002, 0120-4001005

Mobile: 91 8826246593

E-Mail: [support-eproc\[at\]nic\[dot\]in](mailto:support-eproc[at]nic[dot]in)

Web Site: www.eprocure.gov.in/eprocure/app

INTRODUCTION

National Institute of Ocean Technology (NIOT) is the technical arm of the Ministry of Earth Sciences, Government of India and is involved in developing technology for utilizing ocean resources in an eco-friendly manner.

General Conditions of Contract (GCC)

National institute of Ocean Technology invites E-tender for the supply of "**High Pressure (600 bar) Retaining Water Sampler system to study Deep-Sea Microbes**" at NIOT Chennai as per details given below.

Notice Inviting Tender (NIT)

1 Submission of bids: Bidders are requested to submit their Bid/quotation in two parts containing Technical proposal as Part-1 and price bid (BOQ) as Part-2 should be submitted electronically through **CPP Portal <http://eprocure@nic.in>** . The responsibility to ensure the timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered and treated as invalid tender. Bidders shall also attach scanned copies of all the requisite documents and other certificates/documents specified in the tender documents. The bids are to be submitted (electronically) as per the bidding type indicated in the front page of the NIT. **No Manual tender is acceptable.**

Part-1 should contain Techno-Commercial Bid and duly signed blank price bid (without indicating the cost). All documents to be submitted for tender to be uploaded in the CPP portal only. **The price/cost should not to be revealed in the technical bid, if the price/ cost is revealed, anywhere in the tender it will be treated as invalid tender.**

The bids are to be submitted as per the bidding type indicated in the front page of the NIT.

Part-2 should contain only the price bid (BOQ) indicating the cost

2. Pre-Qualification Criteria

2.1 Technical Criteria:

- a)** Only reputed manufacturers of high pressure equipments with 10 years of experience in this area or their authorized representatives/agents need to quote.
- b)** The supplier must have supplied at least two similar instruments to Universities/Research Organization/Institutions in the past five years.
- c)** Should attach minimum 2 relevant publications from reputed national and international journals about the application of the instrument
- d)** The supplier must have qualified technical and application support team based at India.

2.2 Financial Criteria:

- i) The average annual financial turnover of "the bidder" during the last three years ending on 31.03.2024 should be at least INR 1.74 Cr as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant / Cost Accountant in India.
- ii) The net worth of the Bidder firm should not be negative year ending 31.3.2024 and also should not have eroded by more than 30% (thirty percent) in last three years, year ending 31.3.2024.

iii)

a) '**Doctrine of Substantial Compliance**': The Pre-Qualification Bidding (PQB) and Pre-Qualification Criteria (PQC) are for short listing of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money.

This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC.

Keeping this caveat in view, interpretation by procuring entity would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

b) Along with all the necessary documents/certificates required as per the tender conditions, The bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.

c) Supporting documents submitted by the bidder must be certified as follows:

(i) All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/manufacturing license; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by the person authorized to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.

(ii) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number (PAN).

Note :

The bidders who are not meeting the criteria mentioned at clause 2.1 and 2.2 above will be summarily rejected.

The bidders should submit the **supportive documents** for the above points and bids without the supportive documents will not be considered for further process.

2.3 Terms and Conditions indicated in the NIT: The standard terms and conditions specified in this GCC shall be superseded by the terms and conditions mentioned in the Special Conditions of Contract (SCC) as at Annexure-I wherever applicable.

INSTRUCTION TO BIDDERS:

3. Security: Any information / material / document supplied along with this tender or after placement LOI should not be disclosed or copied without written permission from NIOT.

4. Contacting NIOT: No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender or clarifications in writing. Any violation of this will render the quotation invalid and the firm is liable to be removed from our approved vendor list.

5. Tender Opening: All the tenderers can participate in the e-tender opening with proper authorization letter from the respective Company.

6. One Bid per Bidder: A firm shall submit only one bid either individually or as a consortium / joint venture. A firm that submits either individually or, as a member of a consortium/joint venture, more than one bid will result in rejection of all the bids.

7. Default in Performance: If any Vendor is not successfully discharging their contractual obligations against the order/contract placed on them by NIOT within the agreed time limit, (OR) if there is any deficiency in performing such obligations, NIOT reserves the right to suspend such Vendor from their participation in future tenders of NIOT for a minimum period of one year. Even after revoking the suspension period the Vendor's performances till continues to be the same without any improvement, NIOT reserves right to BAN such Vendor permanently from participation in all the tenders of NIOT and organizations of MOES.

8. Goods: Goods should be supplied only on receipt of the signed contract from NIOT.

9.Change of Name after award: Request / intimations with regard to change of name of the Contracting company or constitution of the contracting company after the tender opening or award of contract shall not be allowed as a matter of right. The bidders / contractors are required to submit all relevant documents with regard to change of name or/and change of constitution and the circumstances leading to such change beforehand. It shall be the discretion of NIOT to proceed with the contract after such changes and in case, NIOT decides to proceed with the contract, it may require the bidder/contractor to execute further agreements with regard to execution/ implementation of the contract.

10. LOI Acceptance: The successful bidder should submit LOI acceptance within **fifteen** days from the date of LOI, failing which it shall be presumed that the vendor is not interested and the EMD submitted will be forfeited.

11. Signing of Contract: On successful evaluation and declaration of the successful bidder, initially a Letter of Intent will be issued by NIOT. The successful bidder should submit his acceptance of LOI within **fifteen** days along with the deliverables as sought in the LOI and copy of power attorney along with Board resolution copy authorizing the signatory to sign the contract with NIOT, if the contract is signed by other than the Director of the Company. If the Director of the company is signing the contract the copy of the Memorandum of Association has to be submitted. Upon receipt of acceptance of LOI and other relevant documents mentioned above a contract shall be signed between NIOT and the successful bidder.

BIDDING CONDITION

12. Deadline for Submission of Bids: e-Bids must be submitted only at the CPP portal specified in the Invitation for Bids cover page on or before the due date/extended due date thereof. All bidders are advised to take adequate care to plan for bid submission in CPP well ahead of closing date and time and avoid any last-minute submission.

13. Due date Extension, Corrigendum to NIT: Any corrigendum including due date extension for NIT, Pre-bid minutes of meeting will be notified in CPP portal of NIOT website. Hence bidders are requested to watch our website for such due date extension and corrigendum if any.

14. In case of the unscheduled holiday in Chennai being declared on the prescribed closing / opening day of the tender, the next working day will be treated as the scheduled prescribed day of closing/opening of the tender.

15. Unsolicited correspondences: NIOT will not entertain any unsolicited correspondence or queries on the status of offer against this tender.

16. Non-Receipt of Tender: NIOT will not be responsible for the non-submission/receipt of the tender due to any network problem or technical issues with bidder.

17. Submission of tender by a tenderer implies that the bidder has read the Notice Inviting Tender and has made himself aware of the scope and specifications of the services/work to be done; local conditions and other factors bearing on the execution of the supply.

18. EMD / Bid security: The bidder should enclose the EMD /Bid security of **INR 11,60,000/-** in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Bank Guarantee, Insurance surety bond from any of the Commercial Banks drawn in favour of the Director NIOT.

The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD / Bid Security of the successful bidder first stage (i.e.) Technical evaluation etc shall be returned within 30 days of declaration of result of first stage (i.e.) technical evaluation. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document and tender closing date/time. (CPP portal permits all the bidder to modify/ withdraw their bid before bid closing date/time).

MSME: "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed Bid securing declaration (format to be enclosed) along with the relevant and valid exemption certificate issued by the appropriate authorities. Accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the

deadline defined in the request for bids document, they will be suspended for the period of one year from being eligible to submit Bids for tenders with NIOT and all the departments under MoES. Bid declaration format to be attached. The MSME is classified as mentioned below; (Ref Ministry of MSME Notification dated 26.06.2020)

(i) Micro Enterprises: Where the investment in plant and machinery or equipment does not exceed 1 crore rupees and turnover does not exceed 5 crore rupees,

(ii) Small Enterprises: Where the investment in plant and machinery or equipment does not exceed 10 crore rupees and turnover does not exceed 50 crore rupees,

(iii) Medium Enterprises: Where the investment in plant and machinery or equipment does not exceed 50 crore rupees and turnover does not exceed 250 crore rupees

Retail & Whole sale Traders: Any bidder who are retailer / Traders claim EMD / Bid security exemption shall refer Ministry OM 5/2(2)/2021-E/P&G/Policy dtd 02.07.2021 & 5/2(1)2020/E-P&G/Policy dtd 01.12.2020. The bidder whoever claim EMD / Bid security exemption through MSME certificate should classify themselves as above and need to provide details.

Conditions for EMD / Bid Security: EMD/ Bid security shall be returned / discharged to unsuccessful bidders within 30 days after finalization of the technically qualified bidders on technical bid evaluation.

EMD may be forfeited:

(a) If a bidder withdraws, modifies for provided unsolicited off involuntarily revising the price in what so every aspect, its bid during the period of bid validity specified by the bidder on the bid form; or

(b) In case of a successful bidder, fails to furnish LOI acceptance within 15 days of the LOI and/or fails to furnish Performance Security.

EMD for a successful bidder shall be adjusted against performance security payable if submitted in DD/refunded if performance security is paid in full /performance security is submitted.

19. Bid Validity: Bids shall remain valid and open for acceptance for a minimum period of **120 days** from the date of opening of Un-priced Techno-commercial Bids when fully compliant tender is submitted by the bidder without any requirement for NIOT to seek additional documents towards evaluation of pre-qualification and/or in ensuring conformance to the specification/requirements of the tender. In the event of any delay in evaluation attributable to the vendor, vendor shall extend the tender by such a time taken by them in addition to above minimum tender validity period. A Bid valid for shorter validity period will be considered as a conditional tender and treated as invalid tender.

20. Bid validity extension: While NIOT will finalize the tender within the bid validity sought as per this NIT, due to circumstances beyond the control of NIOT, prior to expiry of the original Bid validity period; NIOT may request the Bidder for a specified extension of the bid validity without modifying RFP or Price. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will extend the validity of his Bid and Bid Security (EMD) correspondingly. When bid validity is extended EMD BG also deemed to have been extended automatically for which necessary action would be taken by the bidder to submit the extended BG well before the expiry of the current validity.

21. Conditional offers: Conditional offers will not be accepted.

22. Signing of Bids: Each page of the tender document shall be digitally signed by the bidder and should be uploaded along with other documents.

23. Acceptance of bids: NIOT may accept or reject any / all tenders including the lowest tender without assigning any reasons whatsoever. NIOT expects full technical compliance and expects full scope of integrated supply as per tender specification and do not accept partial tenders.

24. The compliance sheet with reference to the specifications should be furnished against each parameter while submitting the quotation, which is absolutely necessary. THE TENDERER SHALL SUBMIT TECHNICAL& COMMERCIAL COMPLIANCE SHEETS and BOQ (Price bid) separately ALONG WITH THEIR OFFER.TENDERS WITHOUT COMPLIANCE SHEETS WILL NOT BE EVALUATED. The Price bid should be unconditional.

25. Canvassing: Exerting pressure and/or offering in documenting any form by the bidder or by any other person on behalf of the bidder shall disqualify the bid and lead to its rejection.

26. Discounts: Bidders are advised not to indicate separate discounts. Discounts, if any, should be included in the rates against the quoted items.

27. Unsolicited Post-Tender Reduction: The bidder shall note that any unsolicited post-tender reduction by them would disqualify them from participating in this as well as future tenders apart from forfeiting the EMD submitted or any other Bank Guarantee submitted.

28. Modification to bids: The bidder shall make no modification to the bids after the closing date unless specifically requested by NIOT. In case certain clarifications are sought by NIOT after opening of tenders, then the reply of the partner should be restricted to the clarification sought. Any bidder who modifies his bids (including a modification which has the effect of altering the value of his offer) after the closing date without any specific communication from NIOT shall make their tender as invalid and liable to be debarred from participation in future Tenders of NIOT.

29. Partial Delivery: In general supplies are to be delivered as per the scheduled of the order only. In case if NIOT's request/Bidder's convenience part supplies will be accepted only on issue of amendment to the contract on the delivery schedule. Part supply without written order will not be accepted. However, payment will be effect as stipulated in contract.

30. Award: NIOT shall place the LOI either consolidated or separately for each of the title.

31. Commercial compliance as per the NIT shall be furnished along with the offer.

32 Unrealistic bids with either cost which is impossible to achieve or for bidders who show that they are completely inexperienced or have completely inappropriate equipment will be rejected.

TERMS AND CONDITIONS GOVERNING THE CONTRACT

33. Price: The price shall include but not limited to

- a) Costs of goods / services covered in this contract.
- b) Taxes and duties
- c) Transportation and packing cost (Sea / Air worthy packing of internationally acceptable practices withstand transit and Transshipments by sea / air / road / rail)
- d) Cost of handling, documentation, freight, insurance from contractor's ware house up to NIOT warehouse, installation and commissioning of the equipment when part of contractual obligation.
- e) Charges for all testing
- f) Cost towards third party inspection at various stages as set forth in the contract.
- g) Cost of unloading, Installation, testing, commissioning and handing over of goods, at NIOT's site as set-forth in the contract.
- e) Cost of Training of NIOT officials as set forth in the contract.
- f) Cost of Books, manuals, software as set-forth in the contract.

The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods he proposes to supply under the contract strictly as per price bid format of tender.

34. Taxes and duties:

GST will be paid as per the applicable HSN Code at applicable rate. Any revision in the rate by Government of India the same shall be applicable at the time of Invoicing.

35. GST: The bidders have to include the applicable GST as per the HSN code in the basic price. The basic price should include all taxes and levies. IGST will be paid as per the applicable HSN Code at applicable rate. Any revision in the rate by Government of India the same shall be applicable at the time of Invoicing.

36. Deductibles:

a) **Deduction of Indian Income Tax Deduction at Source for the Indian bidders:** TDS will be deducted as applicable for service portion. Valid Permanent Account Number (PAN) is mandatory.

b) **Deduction of GST TDS for the Indian bidders:**

GST-TDS is deductible on supply of goods or services in respect of Intra - State supplies at the rate of 2% (CGST -1% and SGST – 1%) and also in the case of Inter-State supplies at the rate of 2% (IGST) from the payment made or credited to the supplier of taxable goods or services or both when the order value is above Rs.2, 50,000/-.

c) **Deduction of Indian Income Tax Deduction at Source applicable to Foreign bidders:**

Deductible for all the services rendered for India as per Indian Income Tax Act and Double Taxation Avoidance Agreement (DTAA) between the bidder's Country and the Government of India. The tax deduction at source will be @ 10.40% as per Income Tax Tariff of India or the rate as contained in the DTAA whichever is less, on production of a copy of the Tax Residency Certificate or Tax Identification Number. In case the Tax Residency Certificate or Tax Identification Number is not furnished, the Tax deduction at source will be 20.8% as per Indian Income Tax Act. However, the applicable taxes at the time of actual utilization of service, etc. will be deducted.

37. Guaranteed time of delivery: The time of delivery including Assembly, Integration testing and handing over in satisfactory condition is the essence of the contract and the System should be **delivered within 30 weeks** from the date of signing of contract. In the event of part supply, NIOT shall withhold the entire payment until the whole of the supply as per the contract is delivered. The bidder should adhere the delivery schedule indicated above.

38. Extension of delivery period: If the completion of systems / components is delayed for reasons of force majeure such as acts of God, Acts of Public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, illegal strikes and freight embargoes, the Bidder shall within 3 days from the date of such occurrence, give notice to NIOT in writing of his claim for extension of delivery period. NIOT on receipt of such notice may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is agreed by NIOT in writing, bidder cannot claim the extension of delivery time as a matter of right. NIOT shall have the right to either cancel/extend the contract validity/ levy LD as appropriate.

39. Delay in Completion / Liquidated Damage (LD):If the Bidder shall fails to deliver the systems / components within the time specified in the Contract, NIOT shall recover from the Bidder as liquidated damages a sum of 0.5% of the Contract price per week of delay and maximum 5 (Five)% of the contract value. Essential component is clarified for ensuing total compliance as per tender specification and ensuring completion of entire contractual obligation as per the delivery schedule.

40. Insurance: The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the NIT. If any such damage occurred, the goods shall be replaced within in the Contract price immediately without waiting for the insurance claim. The cost of insurance shall be in the scope of the bidder.

41. Risk Purchase: If the Bidder fails to deliver the stores or any instalment thereof within the period fixed for such delivery or at any time repudiates the Contract before expiry of such period, NIOT is entitled to cancel the Contract and source remaining items from any parties the stores not delivered at the risk and cost of the defaulting Bidder. No payment claimed for any part supplies made.

42. Performance Security: The successful bidders should deposit 5%of the Contract value as Performance Security within 2 weeks from the date of issue of LOI/Contract. The performance security shall be in one of the following forms:

- (1) Insurance Surety Bonds,
- (2) Account Payee Demand Draft (drawn in favour of "The Director N.I.O.T", Chennai in INR or in equivalent foreign currency).
- (3) Fixed Deposit Receipt from any Commercial Bank.
- (4) Bank Guarantee from any of the Commercial Banks.
- (5) Online payment in an acceptable form.

Performance security shall be forfeited in the event of breach of Contract by the Contract in terms of the Contract. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the contract/ LOI and forfeit the EMD /Bid security.

Bank Guarantee shall be as per prescribed format issued by a Commercial bank and valid for 60 days beyond the scheduled delivery / completion period as per LOI / Contract. This format can be downloaded from the link <https://www.niot.res.in/index.php/vendor/login>. Performance security shall be forfeited in the event of breach of Contract by the Contractor in terms of the Contract.

43. Installation, Training and SAT: After complete Installation at NIOT, testing to verify the goods that meet the NIOT requirement to be conducted at Indian EEZ using NIOT vessel. Upon completion of the test, training should be provided to the 3-5 NIOT scientists for a period of 7 days.

44. Authorization: The bidder is qualified only when he is the original manufacturer or established dealer with original manufacturer's authorization letter to quote, sell and service the products offered (Model format available in the annexure) along with agency agreement.

45. Payment: 90 % payment will be released within 30 days after successful completion of after successful completion of supply, installation, training, and SAT and acceptance of the item at NIOT on receipt of bill along with the required documents. Warranty certificate, installation and training certificate shall be submitted pursuant to GCC & SCC Clauses and upon fulfilment of other obligations stipulated in the LOI/Contract.

Balance 10% will be released after completion of the warranty period (or) on submission of warranty bank guarantee, as per NIOT format for equivalent value, and its confirmation from the issuing bank. (Refer Clause 46).

46. Performance/ Warranty Bank Guarantee: If Performance bank guarantee for 10% of the value of supply should be provided and it should be valid throughout the warranty period plus 60 days then 100% payment will be made. Performance Bank Guarantee should be from any Nationalized/Commercial bank in India. The PBG should be submitted well in advance. In case PBG is not submitted 90% payment will be released as per clause no. 45 and 10% will be released after completion of the warranty period.

47. Warranty: The Contract warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The bidder further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the bidder that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. This warranty should be minimum for the period for **24 months** after acceptance of item. The warranty certificate should be furnished in the prescribed format available on the NIOT web site at the link <https://www.niot.res.in/index.php/vendor/login> in the Bidder letter head. If the Manufacturer standard warranty is more than 24 months the same shall be extended to NIOT without any restriction whatsoever. NIOT shall promptly notify the Bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the Bidder shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to NIOT other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex- works or ex-factory or ex-showroom to the final destination. If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period, NIOT may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights

which NIOT may have against the Bidder under the Contract. Also, such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

48. Pre-Contract Integrity Pact: The Pre-Contract Integrity Pact to be signed by the Authority Signatory of the bidding company and should be submitted along with the technical bid.

49. Force Majeure: For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of NIOT either in its sovereign or Contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify NIOT in writing of such conditions and the cause thereof. Unless otherwise directed by NIOT in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

50. Mediation/Arbitrations/Disputes:

In the event of any dispute any time during the entire duration of contract, both the parties shall try to resolve through mutual discussion to resolve such disputes. In case the same is not resolved, parties will submit for mediation to IEM under the Integrity Pact and as per extant instructions of Govt. of India for resolution. No party shall rush to any court of law without completion of mediation and arbitration as contemplated. In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties.

In the event of any dispute, difference, interpretation or application relating to this agreement arises; the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through arbitration by an arbitrator to be appointed by the Director, NIOT with mutual consent.

The Indian Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitrator shall make reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

51. Risk and Insurance:

The Bidder/Contractor shall take out and keep in force the following adequate insurance to cover all risks including but not limited to third party risk coverage and shall submit to NIOT copy of policy:

During the development of the system, testing, trials and all transportation including transit up-to receipt of the Product / material at NIOT and acceptance after final phase of testing including during field operations.

The Bidder/Contractor shall take out and keep in force, adequate insurance in respect of their own as well as hired equipment's (to the extent of their insurable interest) tools, materials, marine

spreads, vessels, barges, crafts ships and operational facilities used during the entire period of their engagement in connection with the Bidder to the insurable value of such constructional plant, equipment and other things. NIOT shall have no liability whatsoever in this regard. NIOT shall not consider any claim whatsoever, hence Bidder/Contractor shall assess all possible risks and take adequate all risk insurance cover including transit insurance. General terms and conditions for tender submission & evaluation

NIOT reserves right to reject any or all of the bids received in response to this invitation to tender without assigning any reasons whatsoever.

Bidder shall note that NIOT will not entertain any correspondence or queries on the status of the offers received against this Tender Invitation.

Canvassing in any form by any bidder or by any other agency acting on behalf of the partner after submission of bid may disqualify the said partner. NIOT's decision in this regard shall be final and binding on the partner.

Overseas bidders, while submitting Tender should indicate as to whether they have engaged the services of an Agent in India and if so, the extent of services such an Agent has to perform and the payment for such services. The payment to be made to the Agent will be deducted by NIOT from the payment of the successful overseas Partners and paid to its Indian Agent in non-convertible Indian Rupees after deduction of due taxes for services at prevailing rates. Such details should be provided in the Price Bids. Foreign bidders may kindly note that NIOT shall not entertain engagement.

52. ASSIGNMENT AND SUBCONTRACTING: The contract shall not assign the Contract or any part thereof, or any benefit or interest therein or hereunder, nor assume a fresh partner or partners nor dissolve the partnership at present subsisting between them in reference to this Contract without a formal written request and approval by NIOT. Also, partnerships or third-party vendors during Tender should not be altered without a written approval.

53. Eligible Bidders

a) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

b) The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.

54. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

a) Code of Integrity for Public Procurement

b) The purchaser requires that the bidders, suppliers and Contracts observe the highest standard of ethics during the procurement and execution of such Orders. In pursuit of this policy, the following are defined:

(i) Corrupt practice

The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in Contract execution.

(ii) Fraudulent practice

A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

(iii) Collusive practice

Means a scheme of arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.

(iv) Coercive practice

Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of the contract.

(v) Anticompetitive practice

Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels

(vi) Conflict of interest

participation by a bidding firm or any of its affiliates that are either involved in the consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of Contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain

(vii) Obstructive practice

materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information

- The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as per Annexure-V along with bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of Contracts, banning and blacklisting or action by Competition Commission of India, and so on.

e) Obligations for Proactive disclosures

- i) The Purchaser as well as bidders, suppliers, Contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of Contract. Failure to do so would amount to violation of this code of integrity.
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being

debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

f) Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or Contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the Contract or in executing a Contract, the purchaser may take appropriate measures including one or more of the following:

i) If his bids are under consideration in any procurement:

- i. Forfeiture or encashment of bid security;
- ii. Calling off of any pre-Contract negotiations; and
- iii. Rejection and exclusion of the bidder from the procurement process.

ii) If the contract has already been awarded

- i. Cancellation of the relevant Contract and recovery of compensation for loss incurred by the Purchaser;
- ii. Forfeiture or encashment of any other security or bond relating to the procurement;
- iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

g) Provisions in addition to above:

- i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

55. Amendment to Bidding Documents

In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the e-wizard portal through a corrigendum.

56. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

a) To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

b) To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- a) A detailed description of the essential technical and performance characteristics of the goods;
- b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Price-bid; and

c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

d) For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

57. Confidentiality

a) Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of Contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract. However, decisions taken during process of tender evaluation shall be hosted on e-wizard portal.

b) Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of its Bid.

58. Contacting the Purchaser

a) No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

b) Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or Contract award may result in rejection of the Bidder's bid.

Post qualification

c) In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in the SCC of the NIT.

d) The determination will take into account the Eligibility & Qualification criteria listed in the SCC of the NIT and it will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the Purchaser deems necessary and appropriate.

e) An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

59. Bidder's right to question rejection: A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:

a) Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation.

b) In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in prequalification bid.

c) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

d) In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in Special Conditions of Contract

(SCC) within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

e) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:

- a) Determination of the need for procurement;
- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after the contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/Contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

60. Fundamental Principle of Public Buying:

i) 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.

ii) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

iii) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or An India (or other) agent of such an entity; or
- e. A natural person who is a citizen of such a country; or
- f. A consortium or joint venture where any member of the consortium or joint venture falls under any or the above.

iv) The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification
 - v). An Agent is a person employed to do any act for another, or to represent another in dealings with third person
 - vi). The successful bidder shall not be allowed to sub-Contract works to any Bidder from a country which shares a land border with India unless such bidder is registered with the Competent Authority.

61. Joint Venture, Consortium or Association

If the Supplier is in a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

Amalgamation/Acquisition etc:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the Contract period, the Buyer/Successor of the Principal Company are liable for execution of the Contract and also fulfilment of Contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. You may confirm this condition while submitting the bid.

62. Termination: a) The contract shall become effective from the date of signing of contract and the contract shall automatically get terminated after successful completion of all contractual obligation and warranty obligation as per the terms of the contract.

- b) (i) Termination of the contract due to breach of contract by the bidder
- (ii) Termination of contract due to default,
- (iii) Termination of the contract due to insolvency,
- (iv) Termination of the contract for convenience.

If the termination of the contract happens due to the above factors, [(i), (ii) &(iv)] initially the written notice will be issued within 30 days to settle the issue on mutually agreed terms with mutual consent. Else, the matter will be referred to the Mediators (IEMs) for their advise /settlement. If the settlement is not fruitful the parties can proceed for arbitration as per the clause 44. During this process the contract will be in live and continue to be live till the termination notice is issued. If the contract is terminated due to the any factors above, except (iii) depending on the merit of the case, the contractor shall be suitably compensated and mutual agreed terms for terminating the contract shall be arrived with the consent of IEMs.

63. Clarifications

Applicants requiring any clarification on the RFP may send their query by email to hvt@niot.res.in

before the tender closing date. The Authority will post the reply to all such queries on the NIC CPP Portal and NIOT Website. All bidders shall visit official NIC CPP portal before uploading of their bid to take note of the changes / corrigendum issued.

The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this RFP shall be construed as obliging the Authority to respond to any question or to provide any clarification.

64. Indemnities

The bidder hereby agrees to indemnify and hold harmless NIOT and its Director, officers and employees, from and against any and all suits, losses, liabilities, damages, claims, settlements, costs and expenses, including reasonable attorneys' fees, based on or arising, directly or indirectly, from:

- i. Breach of this Agreement by the Bidder
- ii. Not performing the Scope of Work or any other obligation under this Agreement or Tender in accordance with the provisions and schedules of this Agreement or the Tender
- iii. Violation or contravention of any Legislation on the part of the Bidder
- iv. Any negligence or wilful misconduct of Bidder, which violates any provision of this Agreement
- v. Infringement of any intellectual property belonging to any third party by the Bidder
- vi. Any breach of an agreement or understanding between Bidder and any and all Third Parties due to which a liability arises on NIOT
- vii. Any claim that any representations or warranties contained herein are not true or any breach thereof
- viii. Any loss or damage caused by the Bidder to NIOT, its personnel or property
- ix. Any loss or damage caused by the Bidder to any and all Third Parties for which a claim against NIOT has arisen
- x. Breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Bidder is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder
- xi. Any obligation of the Bidder performed by NIOT under this Agreement or under any Legislation

65. Conflict of Interest

(1) An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NIOT/ Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the NIOT/Authority for, *inter alia*, the time, cost and effort of the NIOT/Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the NIOT / Authority here under or otherwise.

(2) The NIOT/Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the NIOT/Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NIOT / Authority

3)An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if

the applicant, its consortium member the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five percent) of the subscribed and paid up equity share Capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 13.1(c)(i), in direct shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of in direct shareholding of such person in the Subject Person shall be undertaken on appropriate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the share holding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

(ii) A constituent of such Applicant is also a constituent of another Applicant; or

(iii) Such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or

(iv) Such Applicant as the same legal representative for purposes of this Application

as any other Applicant; or

(v) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or

(vi) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the NIOT/ Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or

(vii) A firm which has been engaged by the NIOT/Authority to provide goods or works or

Services for a project, and its Associates, will be disqualified from providing consulting services for the same project, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.

66. Make in India-Price Preference-MSME

I. Definitions of terms applicable to Make in India procurement policy of Govt of India:

- a) 'Local content ' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b) 'Class-I Local supplier' means a supplier provider whose product offered for procurement meets the local content of 50% and above.
- c) 'Class-II Local supplier' means a supplier provider whose product offered for procurement meets the local content of 20% and above but less than 50%.
- d) 'Non-Local supplier' means a supplier provider whose product offered for procurement meets the local content of less than 20%.
- e) 'L1' means the lowest tender or lowest bid or the lowest quotation received in this tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- f) 'Margin of purchase preference ' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

II. Purchase preference: -

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.
- b) If L1 bid is not from a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and order for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and order shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods or works, which are covered by para 3(b) or reference order and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the order will be awarded to L1.
- (ii) If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the order shall be awarded to such Class-I local supplier subject to matching the L1 price.
- (iii) In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and order shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the order may be awarded to the L1 bidder.
- (iv) Only Class-II Local suppliers are not eligible to get price preference in any procurement undertaken by procuring entities.

III. Applicability in tenders where order is to be awarded to multiple bidders:-

In tenders where order is awarded to multiple bidders subject to matching of L 1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the order, should be all and only 'Class I Local suppliers'.
- b) In other cases , 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of order for at least 50% of the tendered quantity in any tender, the order may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of order for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of order so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of order for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of order as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of order amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above

IV. Minimum local content: -

The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'! 'Class-II local supplier'. For the items, for which Nodal Ministry! Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'! 'Class-II local supplier' respectively.

V. Verification of Local content: -

- a. The 'Class-I local supplier'! 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'! 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs . 10 crores, the 'Class-I local supplier'! 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

VI. Manufacture under license/ technology collaboration agreements with phased indigenization: -While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

VII. Classification of MSE'S:-

(i) Micro Enterprises: Where the investment in plant and machinery or equipment does not exceed 1 crore rupees and turnover does not exceed 5 crore rupee,

(ii) Small Enterprises: Where the investment in plant and machinery or equipment does not exceed 10 crore rupees and turnover does not exceed 50 crore rupee,

(iii) Medium Enterprises: Where the investment in plant and machinery or equipment does not exceed 50 crore rupees and turnover does not exceed 250 crore rupee

(iv) Retail & Whole sale traders: Any bidder who are retailer/ Traders claim EMD/ Bid security exemption shall refer Ministry OM 5/2(2)/2021-E/P&G/Policy dtd 02.07.2021 & 5/2(1)2020/E-P&G/Policy dtd 01.12.2020.

VIII. Price Preference to MSEs: -

a) Among the qualified bids, the lowest bid will be termed as L1, If L1 is class 1 local supplier the order will be awarded to L1.

b) In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 25 percent of the total tendered value, The 25(twenty five)% quantity is to be distributed proportionally among these bidders, in case there are more than one MSME's within such price band.

c) In case the tendered quantity of goods cannot be split/ divided MSE quoted price within the band L1+15% may be awarded for full complete supply of total tendered value to MSE.

d) MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate.

e)The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

f) The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.

g) The MSEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for EMD exemption / preference.

h) Where any aggregator has been appointed by the Ministry of MSE, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

Terms and Conditions (Import)

67. Goods certificate: To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

68. Documentary evidence: Relevant literature pertaining to the items quoted such as specification sheet with drawings, handling and storage instructions (if any), routine maintenance instructions (if any), routine test instructions (if any) etc. has to be sent along with the quotation. Wherever the submission of documentary evidence (as proof of some parameter) is mentioned in the SCC, the same also has to be enclosed in the quotation.

69. The import quotation should be in **CIP NIOT**, Chennai. Insurance should be arranged from SHIPPERS WAREHOUSE TO CONSIGNEE'S WAREHOUSE up to installation and commissioning of the equipment from reputed Insurance companies only for CIP value plus 10% or replacement value whichever is higher. Value of Cargo should be declared in the AWB / Bill of Lading for carriage purpose apart from Custom purpose. Sufficient care should be taken on packing and it should be sea worthy packing as per International standard. The quotation should exclusively specify FOB cost, insurance, Air/Sea freight element and local agency commission if any to be paid in Indian Rupees. The customs clearance, payment of customs duty and inland transportation will be done by NIOT. During evaluation of the price bid, Customs duty and clearance charges @25% shall be loaded to arrive the landed cost at NIOT, if any INR Quote is submitted.

70. Import and Export Licenses

68.1 If the items are covered under restricted category of EXIM policy in India the bidder may intimate such information for obtaining necessary, license in India or Export licenses in the bidder country.

68.2 If the ordered equipment is subject to Vendor procuring an export license from the designated government agency / country from where the goods are shipped / sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the time period within which the export license will be granted in normal course.

71. Currency of the bid: Currency once quoted will not be allowed to change.

72. Price comparison: As per the selling exchange rates established by SBI Prevailing on the date of opening of price bid shall be applicable for the purpose of conversion of foreign currency for price comparison.

73. Forex fluctuation: Since bidders are permitted to quote in any currency and also receive payments in that currency, NIOT shall not compensate for any foreign exchange fluctuations. Also, there will be no loading of foreign exchange for deciding the inter-se- ranking of bidders in this tender.

74. Bank charges: All Bank charges inside India to NIOT account and all Bank charges outside India to supplier account.

75. Dispatch of goods: Please note that the dispatch of consignment should be made by Air/Sea freight and not through private courier service since this Institute is empowered to clear the consignments duty exemption from customs as R&D Institutions which will not be applicable for dispatches through private courier service. Any customs duty payable on account of mode of dispatch other than those specified will be to contractor account and the same will be debited / Adjusted from the dues payable to contractor. For low volume/low weight cargo, Govt. Postal services only to be utilized.

76. Third Party Inspection:

The Third-Party Inspection (for pre-shipment) is mandatory only for OEM direct execution and payment negotiated through Letter of credit. The Third-Party Inspection shall be conducted by DNV/ SGS/Lloyds/TUV/ABS or any other IACS Agency. The inspection shall be either at airport point of loading or at the Suppliers factory before dispatch of cargo. Bidders are requested to mention the inspection charges explicitly in their quote. Third party inspection charges at actual will be reimbursed on submission of separate invoice for TPI charges (along with the inspection report and invoice issued by the third-party inspection agency) while furnishing the commercial invoice for supply. In the absence of invoice raised by TPI Agency, tax deduction at source on the quoted TPI charges will be as per IT provision of Govt. of India & DTAA.

The Third-Party Inspection is not mandatory for Indian bidders and for payment after supply and acceptance through Wire Transfer by foreign supplier and in INR to Indian Supplier/ Agent.

77. Shipment: Generally, Part shipment and Transshipment are not permitted. If required for, the bidder has to indicate the reason. All risk insurance should be taken, covering the entire shipment up to supply and acceptance of the item within the quoted price. Please indicate the Port of Shipment along with the country of origin of the Supply.

78. Demurrage: Demurrage Charges, if any, Payable on Account of Delay in Receipt of Advance Copies of Invoice / Shipment Documents will be debited to Your Account. In the absence of clear documentation, the cargo cannot be cleared and cargo will be kept uncleared and will lie at Bailee's premises at the risk and cost of contractor.

79. Customs Clearance:

1. All Bills of Entry must be filed with customs prior to arrival of the vessel or aircraft latest by next day of arrival of the vessel or aircraft. Failing which penalty of Rs.5000/- (approx. \$ 75) per day shall be levied by Indian customs for the delay of first three days.

2. Rs.10000/- (approx. \$150) per day shall be levied for delay in filling bill of entry beyond three days of arrival of the vessel or aircraft
3. This has come into effect on 31.03.2017.
4. Customs duty on bill of entry to be paid on the same day failing which penal interest payable on customs duty.
5. Free customs clearance period is reduced to 2 days from 3.

Hence, it is requested to note this change and ensure that all/ complete documents (1. Airway bill, 2. Invoice copy 3. Packing List 4. Insurance Copy) at least 02 working days prior on the date of arrival of the shipment at Chennai airport so that bill entries are filed by NIOT. If any delay is attributable to the shipper on the above, the penalty/penal interest will be adjusted in shipper's invoice from due payment.

80. Shipping Instructions: If Seller uses wood packaging materials such as pallets, crates, boxes, dunnages, cases, skids and pieces of wood used to support or brace cargo being imported into India, it shall be heat treated or fumigated with methyl bromide in accordance with EPA label instructions and include a mark that certifies the wood completed the required treatment under the guidelines for Regulating Wood Packaging Material in International Trade, "ISPM 15 of the International Standards of Phytosanitary Measures (ISPM) and any associated amendments, revisions or exemption identified by the Regional Plant Quarantine Station, Chennai, India. LOI/Contract number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, and invoices. All pallets must be shrink-wrapped or banded.

81. Import Payment: NO ADVANCE PAYMENT WILL BE MADE. 90 % of the item value + 100% F&I + 100 % TPI (for LC payment) for import will be paid through Wire Transfer / Irrevocable Letter of Credit within 30 days through our Banker after successful completion of supply, installation, training, and SAT and acceptance of the item at NIOT .Balance 10% of the item value will be released through wire transfer after completion of the warranty period (or) on submission of warranty bank guarantee, as per NIOT format for equivalent value and its confirmation from the issuing bank. (Refer Clause 46).

If the mode of payment is through Irrevocable Letter of Credit, Third Party Inspection report is mandatory, so bidders are requested to mention the rates for TPI charges in the BOQ.

Section-I-Commercial Terms Compliance sheet (To be filled by bidder)

Sl. No	Particulars	Yes	No	Page Ref
1.	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated)			
2.	Whether EMD for Rs 11,60,000/- is enclosed along with the Technical bid			
3.	Whether accepted to submit the LOI acceptance within Seven days from the date of LOI?			
4.	Whether submission of Performance Security is acceptable?			
5.	Whether Quote is valid for 120 days from the due date of tender or time specified in the tender document whichever is later?			
6.	Whether bidder satisfies the pre-qualification criteria?			
7.	Whether payment terms of the tender is complied with?			
9.	Whether price is INCOTERM CIP NIOT, Chennai Airport			
10.	Whether the authorization letter exclusively for this tender from the original manufacturer is enclosed?			
11.	Whether submission of warranty certificate in the prescribed format is acceptable?			
12.	Whether the delivery period is acceptable as per tender			
13.	Whether list of deliverables attached and comply as per tender?			
14.	Whether liquidated damage clause is acceptable in case of delayed supply?			
15.	Whether the tender is fully complying with tender specification/Adjustment if no, list out deviations very clearly along with the appropriate reason for the deviation?			
16.	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
17.	Whether copy of duly signed (all pages) tender document along with annexures (1-5) is uploaded along with the quotation.			
18.	Whether submission of 5% of the contract value as Performance security is acceptable?			
19.	Whether submission of 10% of the supply value as Performance Bank Guarantee is acceptable?			
20.	Whether the transportation cost is included?			
21.	Whether Past track record of quality and service is enclosed?			

22.	In case of Dual Bid whether unpriced/blank commercial bid (Part-B) is enclosed in part – A (Technical Bid)?			
23.	Whether list of deliverables attached and comply as per tender?			
24.	Whether the pre-contract Integrity pact(Annexure VI) is signed by the authorized signatory and uploaded.			

Section II- Technical Compliance Sheet

S. No.	Component Description	NIOT Requirement	Compliance (Yes/No)	Remarks
1.	Complete water sampling skid 600bar	<p>Pressure compensator (volume: 670 mL; Nitrogen inflation pressure: 10-150 bar; Liquid equivalent pressure: 40-600 bar; Material: Stainless steel 1.4418 (APX4).</p> <p>Atmospheric Pressure Tank (Volume: 550 mL; Working pressure 10 bar; Maximum allowable external pressure: 600 bar; Material: Stainless steel 1.4418 (APX4).</p> <p>One Actuator System: Equipped with one quarter-turn valve.</p> <p>One Sampling bottle: 500 mL 600 bar with internal piston, in titanium TA6V Gr5 and equipped with two 1/8" HP manual valves in Titanium T40.</p> <p>The system thus developed, allows the bottle(s) to be dismantled simply, avoiding the depressurization of the sample, in order to be able to install it in complete safety, in a high-pressure laboratory culture pilot allowing the volumes to be transferred without depressurization.</p> <p>One support plate: One support plate of the set made of solid and light material, allowing all the equipment to be fixed and adapted to a CTD carousel type.</p>		

		Pressure Sensor: One autonomous high-pressure sensor mounted on the skid, (master and additional), equipped with a battery pack 14.8V, micro watertight connectors and one port for communication and recharging cable.		
2.	Carousel water sampler	Electronics/release PYLON. Aluminium housing 6800meter 12 bottle capacity		
3.	Carousel Frame	Includes PYLON, Mounting hub, adapter plates, lifting bail, guard frame, CTD extension, stand, deckpads complete documentation. Interface cables for SBE with modem		
4.	Under water unit CTD	24 Hz sampling rate Temperature and conductivity sensor with TC duct SBE submersible pumps Redundant T and C input Channels 8 different inputs Low pass-filtered A/D Channels Water sampler modem channel Stainless steel guard cage Sea cable pigtail Sea soft software and complete documentation 6800-meter depth rating 0-10000 psia (6800 m) pressure sensor Single T-C sensors		
5.	Deck unit CTD	Must include IEEE-488 and RS-232 interfaces. Water sampler modem channel GPS interface A/D input channel for surface PAR reference sensor ASCII serial data output port CTD pressure signal output Audible bottom contact alarm Audio Tape interface 120/240 VAC (switchable) input power AC power cord		

		<p>10m CTD test cable NMEA test cable Remote output cable Serial data cable Rack mount kit Seasoft software and complete documentation Deck unit signal input cable</p>		
6.	<p>Sub-sampling pump and pressure setting system</p>	<p>High pressure pump for sub-sampling Volume of the HP syringe pump is 600 ml Ejection system for pressures from 100 to 600 bar Flow min (0.00948 ml/mn) Flow max (284.43 ml/mn) Pressure transmitter, safety disc and two pneumatic valve for automatic control of the pump High pressure fittings and appendages Complete engineering and assembly With one additional high pressure water sample bottle and hydrostatic fermentor interface diagram.</p>		
7	<p>Factory Acceptance Test</p>	<p>FAT tests shall be carried out after review and approval of FAT documents</p>		
8	<p>Inspection</p>	<p>Third party inspection at factory before loading, certifying that all the goods are packed in good condition and the shipment is loaded exactly as per the P.O.</p>		
9	<p>Training, commissioning and SAT (Site Acceptance Tests)</p>	<p>Training, commissioning and SAT After complete Installation at NIOT, testing to verify the goods that meet the NIOT requirement to be conduct at Indian EEZ using NIOT vessel. Upon completion of the test, training should be provided to the 3-5 NIOT scientists for a period of 7 days.</p>		

10	Transport	Delivery CIP NIOT Chennai, India		
11	Warranty	The warranty will be for 24 months after supply, installation, training, SAT and acceptance at NIOT, Chennai		

Section III - PRICE BID FORMAT
Price Not to be revealed by the bidder

S. No	Description	Qty	Unit	Rate Per Unit in Rs	Amount in Rs
1	Complete water sampling skid 600bar	4	No.		
2	Carousel water sampler	1	No		
3	Carousel Frame	1	No		
4.	Under water unit CTD	1	No.		
5	Deck unit CTD	1	No		
6	Sub-sampling pump and pressure setting system	1	No		
7	Factory Acceptance Test	Lumpsum			
8	Installation, Training, Commission and SAT	Lumpsum			
9	Freight & Insurance Charges (Insurance to be covered from warehouse to warehouse)	Lumpsum			
10	TPI charges (Applicable only for payment through LC)	Lumpsum			
11	GST in Value(Applicable only to Indian bidders)	Percentage	Lumpsum		

Note: The bidders should not reveal their price, anywhere in the technical bid.

Technical Specification

S. No.	Component Description	NIOT Requirement
1.	<p>Complete water sampling skid 600bar</p>	<p>Pressure compensator (volume: 670 mL; Nitrogen inflation pressure: 10-150 bar; Liquid equivalent pressure: 40-600 bar; Material: Stainless steel 1.4418 (APX4).</p> <p>Atmospheric Pressure Tank (Volume: 550 mL; Working pressure 10 bar; Maximum allowable external pressure: 600 bar; Material: Stainless steel 1.4418 (APX4).</p> <p>One Actuator System: Equipped with one quarter-turn valve.</p> <p>One Sampling bottle: 500 mL 600 bar with internal piston, in titanium TA6V Gr5 and equipped with two 1/8" HP manual valves in Titanium T40.</p> <p>The system thus developed, allows the bottle(s) to be dismantled simply, avoiding the depressurization of the sample, in order to be able to install it in complete safety, in a high-pressure laboratory culture pilot allowing the volumes to be transferred without depressurization.</p> <p>One support plate: One support plate of the set made of solid and light material, allowing all the equipment to be fixed and adapted to a CTD carousel type.</p> <p>Pressure Sensor: One autonomous high-pressure sensor mounted on the skid, (master and additional), equipped with a battery pack 14.8V, micro watertight connectors and one port for communication and recharging cable.</p>

2.	Carousel water sampler	Electronics/release PYLON. Aluminium housing 6800meter 12 bottle capacity
3.	Carousel Frame	Includes PYLON, Mounting hub, adapter plates, lifting bail, guard frame, CTD extension, stand, deckpads complete documentation. Interface cables for SBE with modem
4.	Under water unit CTD	24 Hz sampling rate Temperature and conductivity sensor with TC duct SBE submersible pumps Redundant T and C input Channels 8 different inputs Low pass-filtered A/D Channels Water sampler modem channel Stainless steel guard cage Sea cable pigtail Sea soft software and complete documentation 6800-meter depth rating 0-10000 psia (6800 m) pressure sensor Single T-C sensors
5.	Deck unit CTD	Must include IEEE-488 and RS-232 interfaces. Water sampler modem channel GPS interface A/D input channel for surface PAR reference sensor ASCII serial data output port CTD pressure signal output Audible bottom contact alarm Audio Tape interface 120/240 VAC (switchable) input power AC power cord 10m CTD test cable NMEA test cable Remote output cable Serial data cable Rack mount kit Seasoft software and complete documentation Deck unit signal input cable

6.	Sub-sampling pump and pressure setting system	High pressure pump for sub-sampling Volume of the HP syringe pump is 600 ml Ejection system for pressures from 100 to 600 bar Flow min (0.00948 ml/mn) Flow max (284.43 ml/mn) Pressure transmitter, safety disc and two pneumatic valve for automatic control of the pump High pressure fittings and appendages Complete engineering and assembly With one additional high pressure water sample bottle and hydrostatic fermentor interface diagram.
7	Factory Acceptance Test	FAT tests shall be carried out after review and approval of FAT documents
8	Inspection	Third party inspection at factory before loading, certifying that all the goods are packed in good condition and the shipment is loaded exactly as per the P.O.
9	Training, commissioning and SAT (Site Acceptance Tests)	Training, commissioning and SAT After complete Installation at NIOT, testing to verify the goods that meet the NIOT requirement to be conduct at Indian EEZ using NIOT vessel. Upon completion of the test, training should be provided to the 3-5 NIOT scientists for a period of 7 days.
10	Transport	Delivery CIP NIOT Chennai, India
11	Warranty	The warranty will be for 24 months after supply, installation, training, SAT and acceptance at NIOT, Chennai

Annexure -II

Bid Securing Declaration Form

Date:

E-Tender No:

E-Tender Title:

To,

NATIONAL INSTITUTE OF OCEAN TECHNOLOGY
VELACHERY TAMBARAM MAIN ROAD,
NARAYANAPURAM, CHENNAI 600 100

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any order with you for a period of one year from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We

a) Have withdrawn/modified /amended impairs or derogates from the tender, my /our Bid during the period of bid validity specified in the form of Bid: or

b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the order, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder:

Signed: (Insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Security Declaration)

Name: (insert complete name of person signing the Bid Security Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Sole bidder/ Joint Venture /Leader of Consortium)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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

(Note: In case of a Consortium, the Bid Security Declaration to be signed by consortium lead partners that submits the bid)

ANNEXURE-III

MANUFACTURERS' AUTHORIZATION FORM

The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated.

This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for Bids]

To: [insert complete name and address of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 2.20 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

*(Not required in case the bidder itself is the manufacturer)

ANNEXURE-IV

Self-Certification

With reference to Clause No. 1.1.3 of this tender and GoI Ministry of Finance Order No.: F. No. 6/18/2019-PPD dated 23rd July, 2020 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)" & OM No. F. No. 18/37/2020-PPD dated 8thFebruary, 2021;

It is certified that

We are not a bidder of a country which shares a land border with India. OR

We are a bidder of a country which shares a land border with India, however, we are eligible to bid in any procurement whether of goods or services as we are registered with the Competent Authority as specified in Ministry of Finance (GoI) Order No. 6/18/2019 – PPD dated 23rd July 2020. Copy of valid registration is attached.

Tick as applicable

Place:

Date:

Authorised Signatory

Name:

Company Seal

Annexure - V

Format for declaration by the Bidder for Code of Integrity & conflict of interest(On the Letter Head of the Bidder)

No:_____ Date_____ To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No._____dated_____I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under the Clause number 55 (a) of NIT of your Tender document and have no conflict of interest.

It is certified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender. The details of any previous transgression of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

abc

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you, Yours sincerely,

Signature

(Name of the Authorized Signatory) Company Seal

Annexure –VI

PRE-CONTRACT INTEGRITY PACT

General

This pre-contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month of 2024, between on one hand, the President of India acting through **Prof. Balaji Ramakrishnan** Director (NIOT), Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to bid for Tender on "**High Pressure(600 bar) Retaining Water Sampler system to study Deep-Sea Microbes**" and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/ Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered in to with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to here by agree to enter in to this Integrity Pact and agree as follows:

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party

related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contractor post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1. The BIDDER will not offer directly or through intermediaries, any bribe, gift, consideration, reward favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the BUYER, or otherwise in procuring the Contractor for bearing to do or having done any act in relation to the obtaining or execution of the contractor any other contract with the Government for showing or for bearing to show favour or disfavor to any person in relation to the contractor any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export

entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender

process.

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

5. Earnest Money (Security Deposit)

a. While submitting commercial bid, the BIDDER shall deposit an amount INR 11,60,000/- as Earnest Money/Security Deposit, with the buyer as per the following instruments:

1. Fixed Deposit receipt (FDR) jointly in the name of NIOT
2. A confirmed guarantee by an Indian Nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payments.
3. Any other mode or through any other instrument (to be specified in the RFP)

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest there on at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the afore said sum and interest.
- v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middle man or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact as soon as the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed

time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

a. The BUYER has appointed Independent Monitors (here in after referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission

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Address: DDA, HIG, Block 3A/101A,
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New Delhi – 110015.

Shri. Pavan Kumar Jain, IDSE (Retd.)

e-mail: mespkj@gmail.com

Mobile: 93134 98388

Address: A-402, Shree Ganesh Apartments
Plot No.12B, Sector-7 Dwarka,
NewDelhi – 110075.

b. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

c. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

d. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

e. As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.

f. The BIDDER(s) accepts that the Monitor has the right to Access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

g. The BUYER will 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

h. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit

proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this pact turn out to be invalid; the remainder of this act shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties here by sign this Integrity Pact at-----on-----

DIRECTOR

BIDDER

NATIONAL INSTITUTE OF OCEAN TECHNOLOGY

CHIEF EXECUTIVE OFFICER

MINISTRY OF EARTH SCIENCES

Witness

Witness

1. -----

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