
 <b>राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान</b> <b>NATIONAL INSTITUTE OF OCEAN TECHNOLOGY</b>	<b>संविदा आमंत्रण सूचना(नन.आ.सू.)</b> <b>NOTICE INVITING TENDER (NIT)</b>		
	<b>फ़ॉर्म</b> NIOT/S&P/NIT <b>संख्या:</b> e-procurement schedule <b>Form No.</b>		
<b>ननविदा संख्या/ Tender No.</b>	<b>NIOT/HVT/1273/2023-24</b>		
<b>कोजारी/ Tender Title</b>	<b>Rate Contract for Hiring of Boats for Odisha coast</b>		
<b>ननविदा प्रणाली/Tender Mode</b>	<b>OTTB (Open Tender Two Bid)-Custom Bid (GeM)</b>		
<b>ननविदा जारी करनेकी तारीख/ Tender Issue date</b>	<b>11.1.2024</b>		
<b>Pre Bid meeting</b>	<b>24.1.2024 at 3 PM IST (Through webex)</b>		
<b>ननविदा समापन नतिथि और समय/ Tender Closing Date and Time</b>	<b>7.2.2024 at 11.00 AM</b>		
<b>ननविदा खोलनेकी नतिथि और समय/ Tender Opening Date and Time</b>	<b>7.2.2024 at 11.30 AM</b>		
<b>Submission of EMD/ ईएमडी जमा करना</b>	<b>INR. 3,88,000/-</b> in the form of DemandDraft (DD) drawn in favour of 'NIOT-OTHER RECEIPTSACCOUNT' (clause Ref 18 for details) or Bank Guarantee asper the available format. <a href="https://www.niot.res.in/index.php/vendor/login">https://www.niot.res.in/index.php/vendor/login</a> . a) Scanned copy towards EMD to be uploaded in the GeM portal b) Original EMD should be submitted through courier/speed post or in person dropped at the tender box. The original EMD should reach NIOT well before the Closing date and time of the tender.		
<b>ननविदा दस्तावेज उपलब्ध स्थान/ Tender Documents available place</b>	Tender documents can be downloaded from GeM Portal <a href="http://www.niot.res.in">and NIOTwebsite www.niot.res.in</a> till closing date and time of the Tender.		
<b>Bidding Type &amp; Bid submission/ बोलीका प्रकार &amp; ननविदा जमा करना</b>	The tender is being Two Bid system, Techno- commercial Bid and BOQ (Price Bid) should be uploaded separately and electronically through GeM Portal The price/cost should not be revealed along with the technical bid. In case, the price/cost is revealed the bid is considered as invalid and summarily rejected.		
<b>अपने प्रश्न ईमेल आईडीपर भेजे Send your queries to the email IDs</b>	<b>ननविदाके अंनतम चरण तक/Upto Tender finalization</b>	<a href="mailto:hvt@niot.res.in">hvt@niot.res.in</a>	

**राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY**  
**वेलचेरीताम्बरममेन रोड VELACHERY TAMBARAM MAIN ROAD**  
**नारायणपुरम, चेन्नै 600 100 NARAYANPURAM, CHENNAI 600 100**  
**रा.स.प्रौ.सं. वेबसाइट/NIOT Website : <http://www.niot.res.in/tender>**

## **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.

### **Notice Inviting Tender (NIT)**

National institute of Ocean Technology invites e-bids for the **Rate Contract for Hiring of Boats for Odisha coast** as per special condition of the contract (SCC) (Annexure I ).

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 **GeM Portal <https://gem.gov.in/>**.The responsibility to ensure timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also attach scanned copies of all the requisite documents i.e. 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. The bidders are advised to register with GeM portal. Bidders are advised to submit their quotation in two Parts, **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 portal only. **The price/cost should not be revealed in the technical bid, if the price/ cost is revealed, the tender will be treated as invalid.**

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 indicating the cost

The Part-1(Technical bid) and Part-2 (Price bid) should be uploaded separately, indicating the Tender No, Tender date, Tender due date and time. Please note that to participate in the tender. If you are a regular supplier of NIOT it is requested to register your company with portal and to procure if not owned already.

2. **NIT:** NIT shall form part of the LOI/Contract.

3. **Pre-Qualification criteria:**

#### **Technical Criteria:**

1. The bidder / Service provider should have experience in supplying of boats or conducting hydrographic surveys or deployment of oceanographic equipment to any Government / Research Institute/ any reputed private or corporate sectors with work of value not less than 10 lakhs in the last 5 years.
2. Copy of the work order and work completion certificate should be uploaded along with the technical documents as proof. The service should be of at-least 6 months duration in last five years ending 31.03.2022.
3. Minimum of 4 Nos. Type B and 2 Nos. Type C boats/vessels owned or leased by the bidder for the Odisha coast (Paradip to Konark coast) are to be offered by the Bidder for evaluation and inspection purpose. The MoU/Lease Agreement should be valid and it should be the recent one.
4. Bidder shall submit the proof of ownership of the vessels or if the vessels are leased, bidder shall have lease agreement to provide the required boat as per the scope of the tender. The valid lease agreement to be submitted towards pre-

qualification evaluation.

5. The bidder/ Service provider should submit documentary proof/evidence for the above along with their offer the documents relating to the experience in the similar work.

**(b)- Financial –**

(i) The average annual financial turnover of 'The bidder' during the recent three financial year ending 31.3.2023 should be at least INR 58 lakhs, for the purpose of assessing the financial strength. The documents should, duly be authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries should be submitted.

(ii) 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 licence; 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).

**INSTRUCTION TO BIDDERS:**

4. **Security:** Any information /material/document uploaded along with this tender or after award of contract should not be disclosed or copied without written permission from NIOT.

5. **Contacting NIOT:** No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender for 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. However, if bidder requires any clarification on the bid, the query may be mailed to the mail ID **[hvt@niot.res.in](mailto:hvt@niot.res.in)**

6. **Tender Opening:** All the tenderers can participate in the e-tender opening with proper authorization letter from the respective Company.
7. **Default in Performance:** If any bidder is not successfully discharging their contract obligations against the awarded contract 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 bidder from their participation in future tenders of NIOT for a period of one year. Even after revoking the suspension period the bidder's performance still continues to be the same without any improvement, NIOT reserves right to BAN such bidder permanently from participation in all the tenders of NIOT and organizations of MOES.
8. **Service:** The successful bidder should commence their service only on receipt of the official LOI/Contract from NIOT.
9. **LOI Acceptance:** The successful bidder should submit LOI acceptance within 15 days from the date of receipt of the LOI, failing which it shall be presumed that the bidder is not interested, and the EMD submitted will be forfeited.
10. **Change of Name after award:** Request / intimations with regard to change of name of the contracting company or constitution of the contractor 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 contractor to execute further agreements with regard to execution/ implementation of the contract.
11. **One Bid per Bidder:** A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or as a member of a joint venture, if a bidder submit more than one bid will result in rejection of all the bids.

#### **BIDDING CONDITION**

12. **Deadline for Submission of Bids:** Bids must be received by NIOT at the GeM 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 well ahead of closing date and time and avoid any last minute connectivity problem in 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 GeM portal and NIOT website. Hence bidders are requested to watch NIOT website/ GeM portal 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 day 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-receipt of the EMD or any documents to be submitted physically by the bidder well before the tender closing date and time or any last minute issues in uploading process in the e-tender portal due to any network problem.

**17. Submission of tender by a tenderer** implies that he has read the Notice Inviting Tender and has made himself aware of the scope and specifications of this tender. Conditional offers are liable for rejection/treated as invalid tender.

**18. EMD/Bid security:** The EMD/Bid security is mandatory as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. The EMD/Bid security is mandatory requirement as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. Bids without EMD will be summarily rejected.

The EMD /bid security may be accepted in the following form

- (1) Insurance Surety Bonds,
- (2) Account Payee Demand Draft (drawn in favour of " NIOT other Receipt Account", Chennai in INR or in equivalent foreign currency),
- (3) Fixed Deposit Receipt,
- (4) Banker's Cheque or Bank Guarantee from any of the Commercial Banks. (BankGuarantee as per prescribed format available in the NIOT web site at the link

<https://www.niot.res.in/index.php/vendor/login>

- (5) Online payment in an acceptable form.

If the EMD (scanned copy of the instrument of EMD) is not submitted along with Techno-commercial (Part-I). The bid will be summarily rejected. The original EMD should be submitted (or) reach NIOT on or before closing date the time of the tender.

**MSME Clause:**

"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 issue 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." The bid declaration format to be attached in the Annexure.

**MSME Conditions:**

- (a) The MSE's bidder who claim EMD request should submit the relevant document towards investment on equipment and machinery.
- (b) the MSE's bidder to note and ensure that nature of service and goods/items manufactured mentioned in MSE's certificate matches with the nature of the service and goods/item to be supplied as per tender.

(c) 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 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

**19. Conditions for EMD / Bid Security:** EMD shall be returned / discharged to unsuccessful bidders within 15 days after the expiration of the period of bid validity or placement of LOI whichever is later. EMD may be forfeited:

a. If a bidder withdraws, modifies for provided unsolicited offer voluntarily revising the price in whatsoever 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 order 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 submitted.

**20. 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, bidder 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.

**21. 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 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.

**22. Conditional offers:** Conditional offers/quotations will not be accepted.

**23. Signing of bids:** Each page of the NIT and tender document shall be digitally signed by the bidder and should be uploaded along with all other documents.

**24. The broad configuration:** Specification of the proposed purchase are given. Bidders are required to keep their proposal strictly as per the specification prescribed.

25. **Acceptance of bids:** NIOT may accept or reject any/all tenders including the lowest tender without assigning any reasons whatsoever. NIOT also reserves its right to accept any tender in part or parts only with such conditions as it may prescribe. NIOT is not bound to accept the lowest tender. NIOT expects full technical compliance and expects full scope of integrated supply as per tender specification and do not accept partial tenders.

26. **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.

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

28. **Award:** NIOT shall place the LOI with the Successful bidder.

29. **Bid or modification** to bids received after closing date and time shall not be considered. Such modified bid together with original bid will be summarily rejected. Modification to the bid after opening the bid will not be considered unless specifically requested for by NIOT and only in case if there is an absolute necessity to revise the technical specifications after opening of bid.

30. **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**

31. **Provision of boat on demand in time** The time of delivery including testing and handing over in satisfactory condition is the essence of the contract and the hiring should be effected as per the schedule. In the event of unsatisfactory service NIOT shall withhold the entire payment until the service is provided satisfactorily.

32. **Penalty:** The Contractor shall be allowed a compensatory downtime of two days per month during the currency of the contract for upkeep of the vessel. However, the contractor must take prior permission of the NIOT in case the period of hire is more than 30 days, before laying up the vessels to carry out any maintenance work (i.e. Work /repairs includes dry docking / hull inspection and survey). In case the downtime exceeding 6 days, penalty of 0.5 times of day charge will be levied for every day delay and the same will be deducted from the contractor's invoice for maximum waiting period of 10 days and then contract can be terminated by NIOT beyond the waiting period without any compensation and the Performance security submitted will be forfeited. Contractor shall provide a standby vessel within 10 days to avoid termination of contract. During the operation, if the vessel breaks down and is not operational for NIOT work for more than 6 hours, no payment will be made for that particular period. If the breakdown continues beyond 6 days these periods will be considered as no work and no pay basis.

33. **GST:** GST will be paid as per HSN code at the applicable rate.

#### **Deductibles:**

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

**b) GST-TDS:**

GST-TDS is deductible on supply of goods or Service in respect of Intra – State supplies at the rate of 2% (CGST @1% and SGST @ 1%) and also in case of Inter-State supplies @ the rate of 2% from the payment made or credited to the supplier of taxable Service.

**34. 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 equipments (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 Contractor 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.

**35. Discounts:** Bidders are advised not to indicate separate discounts. Discounts, if any, should be duly considered and nett rate should be quoted in the BOQ/Price Bid.

**36. Performance Security:**

The successful bidders should deposit 5% of the contract value as Performance Security within two weeks from the date of Signing of the contract. The Performance security may be accepted in the following form

- (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 Contractor in terms of the Contract. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the order/ 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 completion period of the contract 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 or in terms of the Contract.



**37. Payment:**

**No advance payment will be made under any circumstances.** Standard terms of payment shall be within 30 days from the date of submission of bills/ Invoice along with all supporting documents in originals along with work completion certificates and checklist, certified by NIOT authorized signatory/chief scientist onboard.

**38. Force Majeure:** For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor'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 Contractor shall promptly notify NIOT in writing of such conditions and the cause thereof. Unless otherwise directed by NIOT in writing, the Contractor 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.

**39. Arbitration:**

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. 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.

**40. SUBMISSION OF TECHNICAL DOCUMENT:** Specifications are basic essence of the product. The broad configuration / specification of the proposed purchase are given in NIT the Special Conditions of the contract (SCC). It must be ensured that the offers are strictly as per our specifications as mentioned in the (SCC). At the same time, it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. Technically unsuitable offers and offers not confirming to tender schedule shall be rejected.

a. The bidder is required to provide their comments item-by-item on the compliance sheet provided in the (SCC). Wherever the specified parameter is required within a range, the calculated/ estimated value as per the vendor's design is to be provided in the "Remarks" column. Deviations/exceptions, if any, from the specifications to be recorded in the "Remarks" column.

b. Offer must contain all relevant technical details. Relevant preliminary drawings (if any) pertaining to the quoted designs, duly signed by the authorized official shall be sent along with the quotation. Wherever mentioned, documentary evidence has to be enclosed in the quotation. Any erasures / over writing shall be counter signed by the person who is signing the bid. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid sign them.

c. NIOT will not provide any test procedures. All relevant required tests as mentioned in the technical specification to conduct within the quote price.

**41. ASSIGNMENT AND SUBCONTRACTING** The Contractor 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, 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.

**42. Eligible Bidders**

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.

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.

Bidders who fulfil the pre-qualification Criteria mentioned in NIT will be considered for Technical Evaluation of bids.

**43. Confidentiality**

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

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

**44. 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.

**45. Code of Integrity for Public Procurement**

**45.1** The purchaser requires that the bidders, suppliers and purchase orders observe the highest standard of ethics during the procurement and execution of such purchase orders. In pursuit of this policy, the following are defined:

Sr. No. Term Meaning

**(a) 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 purchase order execution.

**(b) Fraudulent practice**

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

**(c) Collusive practice**

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

**(d) 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 a purchase order.

**(e) 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

**(f) Conflict of interest**

participation by a bidding firm or any of its affiliates that are either involved in the consultancy purchase order 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 purchase order; 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

**(g) 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

**45.2.** 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 Purchase order in question.

**45.3.** 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-II 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 purchase orders, banning and blacklisting or action by Competition Commission of India, and so on.

#### **45.4. Obligations for Proactive disclosures**

a) The Purchaser as well as bidders, suppliers, purchase orders 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 purchase order. Failure to do so would amount to violation of this code of integrity.

b) 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.

c) 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.

#### **45.5. Punitive Provisions**

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or purchase order, 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 purchase order or in executing a purchase order, the purchaser may take appropriate measures including one or more of the following:

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

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

b) If a purchase order has already been awarded

- i. Cancellation of the relevant purchase order 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.

c) 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.

#### **46. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

**46.1.** 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.

**46.2.** 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.

**46.3.** 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.

#### **47. Contacting the Purchaser**

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

**b)** Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bidcomparison 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.

#### **48. 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:

48.1 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.

48.2 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.

48.3 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.

48.4 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.

48.5 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 purchase order terms may not be taken up after a purchase order has been signed, all such issues should be highlighted before consummation of the purchase order 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.

**49. Termination of contract by NIOT:**

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 contractor
- (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.

**50. 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 GEM portal through a corrigendum

**51. INDEMNITIES:** The Purchase order 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 Contractor.
- 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 Contractor.
- iv.** Any negligence or wilful misconduct by the Contractor, which violates any provision of this Agreement
- v.** Infringement of any intellectual property belonging to any third party by the Contractor.
- vi.** Any breach of an agreement or misunderstanding between Contractor 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 Contractor to NIOT, its personnel or property
- ix. Breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Contractor is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder
- x. Any obligation of the Contractor performed by NIOT under this Agreement or under any Legislation.

## **52. Pre-Bid Meeting**

Pre-Bid Meeting shall be held on **24.01.2023 at 03:00 PM** through video conference to clarify queries from all potential bidders. Potential bidders are advised to send their queries sufficiently in advance in email to hvt@niot.res.in. Corrigendum issued based on the pre-bid meeting clarifications shall form part of the tender and the order to be concluded with the successful bidder.

## **53. 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.

**Commercial Terms Compliance sheet (To be filled by the bidder)**

Sl. No	Particulars	Yes	No	Page Ref
1.	Whether copy of the EMD instrument is scanned and uploaded in the GeM portal. <b>(INR .3,88,000.00 )</b>			
2.	Whether accepted to submit the <b>LOI acceptance within 15 days</b> from the date of LOI?			
3.	Whether the un-priced price bid is uploaded along with the part – A (Technical Bid)?			
4.	Every page of the tender document is signed digitally for acceptance of tender and uploaded along with the offer			
5.	GST are shown separately in the quote? (Registration numbers for claiming the same to be strictly indicated)			
6.	Whether the bidder has been black listed for participating in any tender floated by any government organization? *			
7.	Cost of Hire and running cost extra as per price format is explicitly mentioned in the (Price bid) BOQ.			
8.	Whether the <b>Penalty clause for the delay</b> (as per NIT) is acceptable?			
9.	Whether all risk Insurance for workmen and boat (Vessels)? is available?			
10.	Whether Bid is fully complying with tender specifications of the Boats / Vessels?			
11.	Copy of Service Tax Registration Certificates and PAN details are attached (Mandatory qualifying condition)			
12.	Whether submission of <b>Performance Security 5%</b> is acceptable?			
13.	Whether <b>Quote is valid for 120 days</b> from the due date of tender or time specified in the tender document whichever is later?			
14.	Whether the payment terms of the tender is acceptable?			
15.	The successful bidder should provide the boat as per the intimation letter/e-mail send by NIOT authorize official on time to time basis.			
16.	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?			



17.	Whether price is quoted as per price bid format (BOQ) and quoted price is realistic?			
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\*Any false claim is liable for outright rejection of your bid.

**Price bid format:**

**Price Not to be revealed by the bidder (Quoted prices should be inclusive of all)**

SI. No.	Item	Units	Unit Price (INR)	Total Price (INR)
1	Hiring of Type B boat in rate/day/vessel	360 days		
2	Running cost per hour for Type B boat	440 hours		
3	Hiring of Type C Boat in rate/day/vessel	360 days		
4	Running cost per hour for Type C boat	150 hours		
5	Hiring of sea men rate/day	100 days		
Total Cost inclusive of GST				

**Note:**

1. Port dues (berthing and piloting charges) pertaining to NIOT activities, if any will be reimbursed on actual on production of bills and certification by Chief Scientist.
2. The price quoted should be inclusive of all including GST.
3. The rate quoted is fixed and firm, throughout the Contract Period.

### Special Conditions of contract (SCC)

#### HIRING OF BOATS/VESSELS ON RATE CONTRACT FOR VARIOUS RESEARCH ACTIVITIES ALONG ODISHA COAS (PARADIP TO KONARK)

##### 1. INTRODUCTION TO BIDDERS

- a) National Institute of Ocean Technology (NIOT) is a Research and Development organization under the administrative control of the Ministry of Earth Sciences, Govt. of India.
- b) NIOT has planned to carryout research activities which requires coastal surveys, deployment and retrieval of oceanographic data acquisition systems, hydrographic surveys, watch keeping etc., along the Odisha coast (Paradip to Konark coast). All these activities require various types of boats.

The detailed scope of work together with boat requirements are given under Scope of work. Whenever the need arises work order will be placed for the required number of boats for the required period on rate contract basis.

##### 2. SCOPE OF WORK

- 1) The contractor shall provide services of boats and its crew for carrying out the following jobs by NIOT in the coastal waters along the east coast of India on rate contract basis for a period of one year. The rate contract may be extended for one more year based on NIOT requirements and performance review of the contractor.
  - a. Deployment and retrieval of oceanographic data acquisition systems.
  - b. Hydrographic surveys, sea bed sediment and sea water sample collection etc.
  - c. Watch keeping of the deployed system for the required number of days as per NIOT requirements.
- 2) Working space shall be as per requirement stated in the technical specifications.
- 3) Contractor shall provide working area to NIOT person on board vessel as per requirement given in the Technical Specifications.
- 4) Whenever the need arises work order will be placed for the required number of boats for the required period on rate contract basis.
- 5) Period: The tender is on rate contract basis for one year, initially for one year and based on the performance and the performance is found to be satisfactory the contract may be extended for one more year.
- 6) Sea men shall be provided for the watchkeeping of deployed oceanographic equipment in rivers or estuaries.

##### 3. TYPE OF BOATS REQUIRED:

SL. No.	Description of work	Type of boat required	Minimum number of boats
1	Deployment and retrieval of oceanographic data acquisition systems, hydrographic surveys, sea bed sediment and sea water sample collection in open sea and watch keeping of the deployed systems.	Type B size: LOA: 14m - 19m Speed: Minimum 6 knots. Vessel registered with statutory body and permissible to work in the coastal waters.	4
2	Watch keeping work, sediment and water sample collection, and bathymetry in the nearshore area		2

4. **DESCRIPTION OF TYPE OF BOATS:**

**Boat Type – B**

<b>Description</b>	<b>NIOT requirement</b>
Vessel Name	
Classification/Registration	Valid certificates: i. Registered with statutory body and permissible to operate in the Coastal waters ii. Insurance cover for boat and crew onboard. iii. P& I if applicable
Hull	Wood/FRP/Steel
LOA	14m -19m
Operating draught	Less than 2 m
Endurance	Minimum 12 hours
Working deck area	10sq m in addition to other boat requirements
Cruising speed	Minimum 6 knots.
Safe working load of winch and A frame	01 MT, Length of rope — 150 m
Generator for instruments	Minimum 5 kVA
Age of the boat/vessel	Not more than 20 years
Navigational Aid	Radio and Navigation Equipment
Purpose of boat/vessel	Deployment and retrieval of oceanographic data acquisition systems, hydrographic surveys, sea bed sediment and sea water sample collection in open sea and watch keeping of the deployed systems.

**Boat Type - C**

<b>Description</b>	<b>NIOT requirement</b>
Vessel Name	
Classification/Registration	<b>Valid certificates:</b> i. Registered with statutory body and permissible to operate in the Coastal waters ii. P& I if applicable
Hull	Wood/FRP
LOA	Minimum 7 m
Operating draught	Less than 1 m
Endurance	Minimum 12 hours
Cruising speed	Minimum 4 knots.
Age of the boat/vessel	Not more than 10 years
Purpose of boat/vessel	To assist Type -B vessel in deployment and retrieval of oceanographic data acquisition systems, NIOT scientists to board and disembark, nearshore logistics, bathymetry survey in near shore areas etc.

5. TENTATIVE REQUIREMENT FOR ONE YEAR:

Type of Boat	Number of boat days
Type B	360
Type C	360

**6. BID EVALUATION CRITERIA**

Bidders are advised not to take any exception/deviations to the bid document.

**6.1. General Conditions**

A. The bidder shall submit the bid along with all necessary documents required as per tender.

B. The Price bid shall contain only the prices duly filled in the price format of NIOT's tender document. The offers of the bidders indicating/disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be summarily rejected.

C. Offers of following kinds will be rejected if

- a. Offers made by consultants/Representatives/ Associates of foreign principals/foreign bidders.
- b. Offers where prices are not firm during the entire duration of the contract and/or with any conditions.
- c. Offers which do not conform to filling of all relevant fields in the bidding format for the items quoted by them.
- d. Submission of bid without EMD.

D. Bid should be complete covering all the aspects required under scope of work. Tender should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/copy of vessel certificates wherever required. Incomplete and non-conforming bids will be rejected outright and shall be treated as invalid tender.

E. The boat/vessel drivers should possess valid certificates issued by concerned government authority and the same shall be submitted with the bid. All crew members of the vessels\boat should possess valid safety training certificates issued by an agency recognized by the Government and the copy of the approval shall be submitted with the bid.

6.2 Bidders shall indicate number of vessels owned by them for which the bid has been submitted and shall be deployed by him in the event of award along with valid vessel registration certificates and all other essential certificates.

**6.3.** In case the offered vessels are not owned by the bidder and are hired/ leased from other companies, MOU/ Hire or Lease Agreement valid for the duration of rate contract from the owner of the vessel(s) has to be submitted by the bidder along with techno-commercial bid stating that the particular offered vessel(s) (not owned by the bidder) will be available against this particular tender/ work on award of the contract. Certificate of Registry of the offered vessel should be submitted along with technical bid to establish the ownership of the vessel offered.

**6.4.** Bidder shall make available the offered vessel(s) for inspection by NIOT on demand for assessing its technical suitability failing which the bid shall be rejected and their EMD shall be forfeited.

**6.5.** The Bidders will have to ensure deployment of the same qualified vessel(s) (Type-B and Type-C) in case order is confirmed.

**6.6.** Vessel(s) offered by the bidder should fully comply with the technical Specification outlined in the tender for respective vessels and Bidder should be able to provide the services as mentioned in the scope of work of the tender document. "Vessel offered should comply with all statutory requirements for hiring out of vessels" wherever applicable.

**6.7.** Contract will be awarded immediately after finalization of the tender and successful bidders shall furnish requisite Performance security as per procedure laid down in tender document

**6.8.** The bidder shall attach all statutory/Class certificates, along with the technical bid, of the vessel(s) offered by the bidder: (whichever applicable for the offered vessel).

- The vessels shall meet the class/statutory requirement at all the times.

- Copy of all Insurance Policies applicable shall be submitted.

**6.9.** Good accommodation exclusively for NIOT officials and closed toilet facility shall be provided with in the boat Type B and Type C and shall be ready at the time of inspection during tender evaluation.

**6.10.** The bidder should obtain necessary letter/document proving eligibility of vessel to ply and work in the coastal waters at the specified locations from statutory body if required at any stage of tender process and also during the contract period, if work is awarded. This is in addition to the certificates mentioned in 6.8. No extra payment shall be given for this.

**6.11.** If the bidder is participating as a consortium, then relevant documentation regarding lead bidder and legal binding agreement indicating rules and responsibilities of each consortium partner.

**6.12.** The financial year of publishing of this tender shall be considered the current financial year.

**6.13.** NIOT shall carry out inspection of vessels and relevant certificates being offered to as part of the bid. The inspection shall be carried out within one week from the date of opening of technical bid.

## **7. Additional Tender terms and conditions**

**7.1.** The price should be quoted for each of the following two type of Boats for the specified coasts  
a) Type – B, b) Type – C (Diesel)

**7.2.** Bidder/contractor shall take care of security of NIOT's equipment onboard and marker buoys on moorings throughout the survey period round-the-clock. In case of any loss or theft of NIOT property/ items onboard or entrusted under the custody of the contractor, the cost of such items shall be recovered from the contractor's bill including encashment of security deposit provided for this rate contract to make good of such losses.

**7.3.** The personnel and equipment will be loaded from the nearest port/ harbor as mutually agreed by the Contractor and NIOT.

**7.4.** The number and type of boats required will be intimated by NIOT at least one week prior to the deployment. The bidder/contractor should be able to supply the boats at the intimated site within one week. All expenses related to boat and crew has to be borne by the contractor.

**7.5.** Contractor shall comply with all Statutory Requirements / Laws / Acts / rules including Government (Both State / Central Government) regulations, instructions, directions, etc.

**7.6.** Contractor should ensure compliance on payment of minimum wages to workmen employed and shall ensure compliance of ESI, EPF etc. as applicable for this nature of tender.

**7.7.** Contractors shall comply with workmen compensation act and all other related Industrial Labour laws. Contractor shall take an "all risk insurance cover" to cover such risks for all workmen, employed under this contract within the contract price and no additional reimbursement shall be entertained.

**7.8.** Boats supplied shall be guaranteed for a trouble-free performance during the period of contract. If any boat has any problem, contractor shall replace it with another boat in good condition without demanding any compensation for the unfit boat.

**7.9.** The hire of vessel will commence after inspection and acceptance by NIOT /NIOT representative. During the time of inspection, Vessel should be ready for operation in all respect including the validity of all vessel statutory certificates and insurance.

**7.10. Delay in Mobilization and Liquefied Damage:**

During watch keeping of buoy/equipment, the Bidder/contractor shall inform NIOT immediately in the case of drifting or any other damage to buoy/equipment. If the mooring is damaged or cut, the contractor shall take necessary action to prevent the buoy/equipment from drifting. The watch keeping services shall be done round-the-clock throughout the required period without any fail. The contractor shall take necessary precautions for safe deployment and retrieval of buoy/equipment. In case of any loss or damage due to negligence of the contractor during watch keeping, deployment or retrieval of buoy/any equipment, whole loss shall be recovered from the contractor's bill including encashment of security deposit provided for this rate contract. The penalty shall be decided by a committee appointed by Director, NIOT whose assessment shall be final and binding on recovery of such losses due to damage for NIOT properties (or) total loss due to negligence on the part of contractor.

(a) CONTRACTOR (successful bidder) shall mobilize and deploy the required manpower and complete equipment so as to commence the services at the specified site(s) within agreed mobilization period for each type of vessel from the date of Fax order / LOA.

(b) If the CONTRACTOR fails to mobilize the vessel and deploy the required manpower

**7.11. Condition of vessel:** The Owners undertake that at the date of delivery under this contract the vessel shall be of the description and Class as specified in Annexure "A", attached hereto, and in a thoroughly efficient state of hull and machinery.

**7.12.** The owners shall exercise due diligence to maintain the vessel in such class and in every way fit for the service stated in the order/tender throughout the period of this contract

**7.13.** The contractor shall permit NIOT officials to mount equipment and pole inside or outside (without affecting the boat safety) the boat/vessel for carrying out the survey activities. Necessary support shall be provided by master and crew for mounting.

**7.14. Structural Alterations and Additional Equipment:** The Charterers shall, have the option of making structural alterations to the Vessel or installing additional equipment through the owners and amount actual will be paid by the charterer (NIOT).

**7.15. Employment and Area of Operation:**

(a) The Vessel shall be employed in offshore activities which are lawful in accordance with the law of the place of the Vessel's flag and/or registration and of the place of operation. Such activities shall be restricted to the service stated in the contract and to voyages between any good and safe port or place and any place or offshore area where the Vessel can safely lie always afloat within the Area of Operation

**(b) The Vessel's Space:**

The whole reach and burden and decks of the Vessel shall be at the Charterers disposal reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores throughout the Charter Period.

**7.16. Master and Crew**

(a) The Vessel's Crew if required by NIOT representative will connect and disconnect electric cables and water on board the Vessel in port as well as at the offshore working area; will operate the machinery on board the Vessel for loading and unloading NIOT equipment; and will hook and unhook cargo of NIOT (equipment) on board the Vessel when loading or discharging alongside port of disembarkation.

(b) If the NIOT representative has reason to be dissatisfied with the conduct of the Master or any Officer or member of the Crew, the Owners on receiving particulars of the complaint shall promptly

investigate the matter and if the complaint proves to be well founded, the Owners shall as soon as reasonably possible, make appropriate changes in the appointment

(c) The entire operation, navigation, and management of the Vessel shall be in the exclusive control and command of the Owners, their Master, Officers and Crew. The Vessel will be operated and the services hereunder will be rendered as requested by the NIOT/representative, subject always to the exclusive right of the Owners or the Master of the Vessel to determine whether operation of the Vessel may be safely undertaken. In the performance of the Hire contract, the Owners are deemed to be an independent contractor, the Charterers being concerned only with the results of the services performed.

(d) The boat/vessel drivers should possess valid certificates issued by concerned government authority and the same shall be submitted along with the bid. All crew members should possess valid safety training certificates issued by an agency recognized by the Government.

(e) The master of the Type B and Type C vessel shall be conversant with navigation equipment to perform bathymetry survey.

### **7.17. Suspension of Hire**

If as a result of any deficiency of Crew or of the Owners' stores, strike of Master, Officers and Crew, breakdown of machinery, damage to hull or other accidents to the Vessel, the Vessel is prevented from working, no Hire charges will be paid.

### **7.18. Liabilities and Indemnities**

**(a) Owners** - The Charterers (NIOT) shall not be responsible for loss of or damage to the property of any member of the Boat/vessel Owners' Group (Contractor), including the Vessel, or for personal injury or death of any member of the Owners' Group (Contractor) arising out of or in any way connected with the performance of this Hire contract, even if such loss, damage, injury or death is caused wholly or partially by the act, neglect, or default of the Charterers' Group, and even if such loss, damage, injury or death is caused wholly or partially by unseaworthiness of any vessel; and the Owners shall indemnify, protect, defend and hold harmless the Charterers from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury or death.

#### **(b) Consequential Damages**

Neither party shall be liable to the other for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Hire contract, and each party shall protect, defend and indemnify the other from and against all such claims from any member of its Group "Consequential damages" shall include, but not be limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance, whether or not foreseeable at the date of this Hire contract.

### **7.19. Wreck Removal**

If the Vessel becomes a wreck and is an obstruction to navigation and has to be removed by order of any lawful authority having jurisdiction over the area where the Vessel is placed or as a result of compulsory law, the Owners shall be liable for any and all expenses in connection with the raising, removal, destruction, lighting or marking of the Vessel.

### **7.20. Insurance**

The Owners shall procure and maintain in effect for the duration of this Hire contract, with reputable insurers, the insurances set forth in ANNEXURE "B". Policy limits shall not be less than those indicated. Reasonable deductibles are acceptable and shall be for the account of the Owners.

**7.21.** The Owners shall furnish the Charterers with copies of certificates of insurance which provide sufficient information to verify that the Owners have complied with the insurance requirements of this Hire contract.

## 7.22. Health and Safety

The Owners shall comply with and adhere to all applicable national and local regulations pertaining to health and safety, and such Charterers' instructions as may be appended hereto.

## 7.23. Notices:

(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Hire contract shall be in writing.

(b) For the purposes of this Hire contract, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to cable, telex, fax, e-mail, registered or recorded mail, or by personal service.

### **Pre-Qualification Criteria Compliances for vessel offered (to be filled by the bidder)**

SI. No.	NIOT Requirement	Complied - YES/No	Offer Page Ref.
1	The bidder / Service provider should have experience in supplying of boats or conducting hydrographic surveys or deployment of oceanographic equipment to any Government / Research Institute/ any reputed private or corporate sectors with work of value not less than 10 lakhs in the last 5 years.		
2	Copy of the work order and work completion certificate should be uploaded along with the technical documents as proof. The service should be of at-least 6 months duration in last five years ending 31.03.2022.		
3	Minimum of 4 Type B and 2 Type C boats/vessels owned or leased by the bidder for the Odisha coast (Paradip to Konark coast) are to be offered by the Bidder for evaluation and inspection purpose.		
4	Bidder shall submit the proof of ownership of the vessels or if the vessels are leased, bidder shall have lease agreement to provide the required boat as per the scope of the tender. The valid lease agreement to be submitted towards pre-qualification evaluation.		
5	The bidder/ Service provider should submit documentary proof /evidence for the above along with their offer the documents relating to the experience in the similar work		
6	Technical compliance shall be provided separately for all the vessels offered		



### **Technical Compliances for vessel Offered**

Vessel Name as per Registration Certificate:

SI. No.	NIOT Requirement	Compliance YES/No	Offer Page Ref.
1	Enclosed documentary evidence for ownership/ authorization to offer the vessel from the owner for all the areas?		
2	Vessels have required number of crew to operate uninterruptedly for works as per safe manning document / IRS/other statutory regulations?		
3	Provided closed cabin for keeping / operating sophisticated survey instruments with furniture during the work in Type B boat?		
4	Enclosed the following Valid certificates relevant for each of the offered vessels* a) Registered with statutory body and permissible to operate in the Coastal waters b) Insurance cover for boat and crew onboard. c) P& I if applicable		
5	Vessels/boats have the required lifesaving appliances as per the statutory requirement		
6	Accepted for inspection of vessels by NIOT to check whether they meet required specification given in the tender?		
7	Details of boats offered are as per tender		
8	Bid is fully complying with tender specification		
9	Details of each boat (4 Type B and 2 Type C) offered are furnished as required in Annexure A		
10	Insurance requirements are met as per Annexure B		
11	Signed Schedule of Deviation as per the format given in Annexure C is enclosed		
12	Winch of 1 ton capacity for Type B boat are available in the boat?		

**ANNEXURE "A"**

**VESSEL SPECIFICATION**

**1. General**

- a. Owner Name:  
Address:
- b. Operator: Name: Address:
- c. Vessel's Name: IMO No.:
- d. Year of built:
- e. Type: survey boat/watch keeping boat/beach landing boat:
- f. Classification Society: (if classed)
- g. Flag:
- h. Type of Hull and Material - steel/wood/FRP?

**2. Performance (whichever applicable):**

- a. Speed/Consumption (Non-Towing): Approx.  
Daily Fuel Consumption (Fair Weather) -  
Max Speed (100% MCR): \_\_\_\_\_Kts (app) \_\_\_\_\_tonnes
- b. DG sets at 100% MCR \_\_\_\_\_tonnes

**3. Dimensions and Capacities:**

i.	L.O.A. (m):
ii.	Moulded Breadth (m):
iii.	Depth (m):
iv.	Max Draught (m):
v.	Min draught (m):
vi.	Free board (m):
vii.	Deadweight (metric tons):
viii.	Fresh water storage (max) (tons or m3):
ix.	Fuel storage (max) (tons or m3):
x.	Deck
	- Area (m2):
	- Capacity (mt.)/sq.m): Load Bearing Capacity: (mt.)/sq.m):
	- Length (m) x Breadth (m):
xi.	Work place for NIOT Use: (sq.m)
	- Electrical power point details:

4. A-Frame & Winch:

- (a). Safe working load of A-frame: \_\_\_\_\_ tons; Max. outreach: \_\_\_\_\_(m)
- (b). Pulley SWL: \_\_\_\_\_ tons
- (c). Winch SWL: \_\_\_\_\_ tons and certificates.
- (d). Winch wire Cable length: \_\_\_\_\_(m); dia: \_\_\_\_\_(mm); SWL \_\_\_\_\_ tons.
- (e). Winch Speed: \_\_\_\_\_ m/min \_\_\_\_\_ Max., \_\_\_\_\_ min m/min

5. Radio and Navigation Equipment

- a) Radios
  - Single Side
  - Band: \_\_\_\_\_
  - VHF: \_\_\_\_\_
  - Satcom:
- b) Electronic Navigation Equipment:
- c) Gyro: \_\_\_\_\_
- d) Radar: \_\_\_\_\_
- e) Autopilot: \_\_\_\_\_
- f) Depth Sounder: \_\_\_\_\_

6. Fire Fighting Equipment (as per LSA/FFA/LSS)

- (a). Class (FF1, FF2, FF3, other):
- (b). Fixed :
- (c). Portable: \_\_\_\_\_

**INSURANCE**

The Boat hired under the Contract shall be fully insured against loss or damage incidental to the work described in the scope of work. The contractor/owner shall procure and maintain in effect for the duration of this Hire contract, with reputable insurers, the insurances set forth in as follows:

1. Marine Hull Insurance- Hull and Machinery Insurance shall be provided with limits equal to those normally carried by the Owners for the Vessel.

2. **Protection and Indemnity (Marine Liability) Insurance-** The cover shall include liability for collision and damage to fixed and floating objects to the extent not Covered by the insurance in (1) above. P &l should cover crew of vessels/boat & supernumeraries' disability, death etc.

3. **General Third-Party Liability Insurance** - To the extent not covered by the insurance in (2) above, Coverage shall include bodily injury and property damage.

**Terms and Conditions:**

i. Accident or injury to workmen: Since the consideration payable under this contract includes an all-risk insurance cover, NIOT expects contractor to have a valid insurance cover during the currency of contract. According (y, it is contractor's liability and responsibility to discharge such claims directly in the event of any short fall in insurance cover. NIOT shall not be liable for any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person employed by contractor either by directly or indirectly. The contractor shall indemnify and keep NIOT indemnified against all such claims/ damage and proceedings, costs, charges, and expenses whatsoever in respect thereof in relations thereto within the contract value and no reimbursement will be entertained separately.

ii. The contractor shall take necessary insurance cover for supernumerary onboard covering the contract period. A copy shall be submitted to NIOT.

iii. The contractor shall furnish the Charterers with copies of certificates of insurance which provide sufficient information to verify that the contractor has complied with the insurance requirements of this contract.

iv. Service Contract Insurance: Contractor shall take and keep in force adequate insurance to cover all risks. (a) In respect of their personnel deputed to work under the Contract. (b) In respect of their own as well as hired equipment (to the extent of their insurance interest) tools, materials, and operational facilities used during the entire period of their engagement in connection with the Contract to the insurable value of equipment, manpower and other things. NIOT shall have no liability whatsoever in this regard.

v. The Insurers hereby waive their rights of subrogation against National Institute of Ocean Technology, or any of their employees or their subsidiaries, affiliates, or assigns.

ANNEXURE — C

SCHEDULE OF DEVIATION

We hereby certify that there are no deviations / suggestion etc. in the bid documents included by us. NIOT can reject the offer, if it is found that there are counter condition / suggestion / deviations from the tender conditions prescribed in the bid document.

TENDERER'S SIGNATURE/ AUTHORISED  
SIGNATORY

Name. \_\_\_\_\_

Company Seal. \_\_\_\_\_

### Checklist for Type B boat

Name of

vessel: Vessel

Reg No.:

Period of

Hiring:

Sl. No.	NIOT Requirements	Specifications	Yes/No
1	Working deck area	10sq m in addition to other boat requirements	
2	Cruising speed	Minimum 6 knots.	
3	Safe working load of winch and A frame	01 MT	
4	Generator for instruments	As per user group requirement (up to SKVA)	
5	Hull	Wood/FRP/Steel/	
6	LOA	14m-19m	
7	Operating draught	Lessthan2m	
8	Freeboard	Minimum one meter	
9	Certificates	Copy of Insurance cover for boat, crew and supernumerary onboard.	
10	Navigation and Communication equipment:	Whichever is higher i. As per Statutory requirement, Or ii. VHF — 1, GPS — 1, depth finder -1	
11	LSA — Lifesaving Appliances FFA — Firefighting Appliances LSS - Light & sound signals	Whichever is higher i. As per Statutory requirement, or ii. Life jacket -8, life buoys — 4, FFA-2	
12	Purpose of boat/vessel	Deployment and retrieval of oceanographic data acquisition systems, hydrographic surveys, sea bed sediment and sea water sample collection in open sea and watch keeping of the deployed systems.	

Signature of Bidder

### Checklist for Type C boat

Name of vessel:

Vessel Reg No.:

Period of Hiring:

<b>Sl. No.</b>	<b>NIOT Requirements</b>	<b>Specifications</b>	<b>Yes/No</b>
1.	Hull	Wood/FRP/Al	
2.	LOA	Minimum 7 m	
3.	Operating draught	Less than 1 m	
4.	Purpose of boat/vessel	To assist Type -B vessel in deployment and retrieval of oceanographic data acquisition systems, NIOT scientists to board and disembark, nearshore logistics, bathymetry survey in near shore areas etc.	
5.	LSA — Lifesaving Appliances	As per statutory requirement. NIOT staff should wear life jackets while using Type C boats.	

Signature of Bidder

**Annexure -II**

Bid Securing Declaration Form

Date:

E-Tender No:

E-

Tender

Title: To.

NATIONAL INSTITUTE OF OCEAN  
TECHNOLOGYVELACHERY 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 contract 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 contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with the Instructions to Bidders.

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

Bidder: 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**

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 54 (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 transgressionsof 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:

a

b

c

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