
 <b>राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY</b>	<b>संविदा आमंत्रण सूचना(नन.आ.सू.)</b> <b>NOTICE INVITING TENDER (NIT)</b>		
	<b>फ़ॉर्म संख्या:</b> <b>Form No.</b>	<b>NIOT/S&amp;P/NIT</b> <b>e-procurement schedule</b>	
ननविदा संख्या/ Tender No.	<b>NIOT/HVT /1330/2024-2025</b>		
कोजारी/ Tender Title	Supply, Installation, Integration and commissioning of remote systems for Coastal Ocean surface current and wave measurements along the Indian coast for ICORN		
ननविदा प्रणाली/Tender Mode	OTTB (Open Tender Two Bid)- (GeM)		
ननविदा जारी करनेकी तारीख/ Tender Issue date	<b>01.08.2024</b>		
Pre Bid Meeting Date & Time	<b>13.08.2024</b> at 11:00 AM (IST) through webex		
ननविदा समापन नतथि और समय/Tender Closing Date and Time	<b>30.08.2024</b> at 11:00 AM		
ननविदा खोलनेकी नतथि और समय/Tender Opening Date and Time	<b>30.08.2024</b> at 11:30 AM		
Submission of EMD/ ईएमडी जमा करना	<b>INR. 39,32,000</b> /- in the form of DemandDraft (DD) drawn in favour of 'NIOT-OTHER RECEIPTS ACCOUNT' (clause Ref 22 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.		
ननविदा दस्तावेज उपलब्ध स्थान/ Tender Documents available place	Tender documents can be downloaded from GeM Portal <a href="http://www.niot.res.in">and NIOT website www.niot.res.in</a> till closing date and time of the Tender.		
Bidding Type & Bid submission/ बोलीका प्रकार & ननविदा जमा करना	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.		
ई-निविदा के लिए हेल्प मैनुअल/ Help manuals for e-tender	Bidders may download the help documents Helpdesk number: 1800-419-3436 e-mail: helpdesk-gem@gov.in For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.		
अपने प्रश्न ईमेल आईडी पर भेजें Send your queries to the email IDs	ननविदाके अंनतम चरण तक/Upto Tender finalization	<a href="mailto:hvt@niot.res.in">hvt@niot.res.in</a>	

**राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY**  
**वेलचेरी ताम्बरम मेन 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 **Supply, Installation, Integration and commissioning of remote systems for Coastal Ocean surface current and wave measurements along the Indian coast for ICORN** as per Technical specifications attached in the 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 to 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:**

#### **A) Technical:-**

- i.** The bidder should have completed a similar supply, installation, integration, and commissioning of systems in any coastal environment.
- ii.** The bidder should attach the relevant documentary proof for the above.
- iii.** The bidder should attach a detailed work plan, methodology for integration, and commissioning systems to execute the work.

**B) Financial :-**

(i) The average annual financial turnover of 'The bidder' during the recent three financial year ending 31.3.2024 should be at least INR. 6,00,00,000/-, 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) 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).

**4. Pre-bid meeting:** Pre-bid meeting shall be held on **13.08.2024 at 11:00AM** through video conference to clarify queries from all potential bidders. Potential bidders are advised to send their queries sufficiently in advance by email to [hvt@niot.res.in](mailto:hvt@niot.res.in) . The meeting link will be uploaded as a corrigendum. A Corrigendum will be issued based on pre-bid meeting clarifications and shall form part of the NIT.

### **INSTRUCTION TO BIDDERS:**

5. Either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

6. Quotation/Offer/Bid should preferably be made directly from the manufacturers. Either the agent on behalf of the foreign principal or the foreign principal directly could bid in a tender, but not both. Further, in cases where agents participate in a tender on behalf of one manufacturer, they should not be allowed to quote on behalf of another manufacturer along with the first manufacturer. Commissions and scope of services to/by the agents should be explicit and transparent in the bids/contracts.

7. **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.

8. **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)**

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

10. **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.

11. **Goods:** Goods should be supplied only after receipt of duly signed Contract from NIOT. (or) Service should commence only after receipt of Purchase Order/Signing of the contract by NIOT.

12. **Purchase Order/Letter of Indent Acceptance:** The successful bidder should accept the Letter of intent acceptance within 15 days from the date of receipt of Purchase Order/**Letter of intent**, failing which it shall be presumed that the successful bidder is not interested, and the EMD submitted will be forfeited or action will be initiated as per the Bid securing Declaration.

13. **Signing of the Contract:** The successful bidder upon LOI acceptance a contract should be signed on INR. 100 Non-judicial stamp paper between NIOT and the successful bidder. In case the contract is signed by other than the Director of the Company, Power of Attorney and Board Resolution should be submitted. If the Director of the Company is signing the Contract, then the copy of the Memorandum of Article (MoA) to be submitted.

**14. 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.

**15. One Bid per Bidder:** A firm shall submit only one bid either individually or as a partner of a joint venture or as a corrigendum, if a bidder submit more than one bid will result in rejection of all the bids.

#### **BIDDING CONDITION**

**16. 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.

**17. 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.

**18. 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.

**19. Unsolicited correspondences:** NIOT will not entertain any unsolicited correspondence or queries on the status of offer against this tender. Bidder shall note that NIOT will not entertain any correspondence or queries on the status of the offers received against this Tender Invitation.

**20. Non-Receipt of Tender:** NIOT will not be responsible for the non-receipt of the tender due to any network problem.

**21. 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 the work to be done; conditions and rates at which stores, tools and plant etc. will be issued to him by NIOT; local conditions and other factors bearing on the execution of the works.

**22. EMD/Bid security:** The EMD/Bid security (INR. 39,32,000/-) 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. (Bank Guarantee 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) and NSIC registered bidders are eligible for EMD exemptions . 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 NIT/LOI, such bidders will be suspended for the period of one year in participating in all tenders of NIOT .

**MSME Conditions:**

(a) The MSE's bidder who claim EMD request should submit the relevant document towards investment on equipment and machinery. As per NIT clause no 70 make in India as per the DPIIT order under Annexure 9, under MSE.

(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 dated 02.07.2021 & 5/2(1)2020/E-P&G/Policy dated 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.

**23. 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 purchase order 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 purchase order 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.

**24. 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.

**25. 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 of the BG.

**26. Conditional offers:** Conditional offer will not be accepted.

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

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

**29. 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.

**30. 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.

**31. Canvassing:** 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.

**32. Award:** NIOT shall place the Letter of Intent and after the Letter of Intent is accepted by the successful bidder the contract will be signed between NIOT and the successful bidder.

**33. 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.

**34. 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**

**35. Place of Quotation:**

**Local firms inside Chennai:** Quotations should indicate the cost with free delivery upto NIOT. If quote is for Ex-Godown rate delivery charges should be indicated separately and explicitly. The word Extra" shall be avoided.

**Firms outside Chennai:** Quotations should be F.O.R, NIOT, Chennai. If F.O.R. consignment freight charges by passenger train / Road transport must be indicated. If EX- Godown, packing and forwarding and freight charges must be indicated separately. Goods should be supplied carriage paid and insured for Contractor godown to consignee warehouse Chennai.

**36. 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 warehouse up to NIOT warehouse, installation and commissioning of the equipment when part of Contractual obligation.

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



**38. GST:** GST will be paid as per HSN code as applicable.

**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.

**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.

**39. Guaranteed time of delivery – specific performance of contract:** The time of delivery is the essence of the contract and all the items as per the Contract should be delivered as per the specification and scope of supply as per NIT/Contract/SCC within a period of **10 weeks** from date of signing of the contract. **The Supply and site preparation should be completed within 6 weeks and Integration, installation, and commissioning should be completed 4 weeks.**

In the event of part supply, NIOT will withhold the entire payment until all the items/scope of the supply as per the Purchase Order/Contract is supplied.

**40. Extension of delivery period:** If any item or 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 Contractor shall **within 3 days** from the date of such occurrence, will give a 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/completion date as may be reasonable but without prejudice to other terms and conditions of the Purchase Order/contract. Unless the extended delivery period is agreed by NIOT in writing, contractor cannot claim the extension of delivery time as a matter of right. NIOT shall have the right to either cancel the Purchase Order/Contract extend the Purchase order/Contract delivery period or levy LD as appropriate.

**41. Delay in Completion/Liquidated Damage (LD):** If the Contractor shall fail to deliver the systems / components within the time specified in the Purchase Order/Contract, NIOT will recover from the Contractor/Supplier as liquidated damages a sum of **0.5%** of the Purchase

Order/Contract value of the undelivered items/systems /components for each calendar week of delay. The total liquidated damages will not exceed **5%** (Five percent) of the Purchase Order/Contract value of the undelivered items/systems /components so delayed. Systems / components will be deemed to have been delivered only when all essential components parts are also delivered. If any essential components are not delivered in time, the entire system / components will be considered as delayed until such time the undelivered parts/components/systems are delivered.

**42. Insurance:** The Goods supplied under the Purchase Order/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 Purchase Order/Contract price immediately without waiting for the insurance claim. The cost of insurance shall be in the scope of the contractor/supplier.

**43. Risk Purchase:** If the Contractor/Supplier fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the Purchase Order/Contract before expiry of such period, NIOT is entitled to cancel the Purchase Order/Contract and source the remaining items/components from any parties the items/components which are not delivered, at the risk and cost of the defaulting Contractor/Supplier. No payment shall be claimed for any part supplies made.

**44. Risk and Insurance:**

The Successful Bidder 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 if required.

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 Successful Bidder 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.

**45. (a) 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 contractor 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 contractor 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 of minimum 12 months from

the date of receipt & acceptance , commissioning/Installation of of all equipments as per the Scope of the Contract.

The warranty certificate should be furnished in the prescribed format available on the NIOT website at the link <https://www.niot.res.in/index.php/vendor/login/> in the Contractor letterhead. If the Manufacturer **standard warranty is more than 12 months** the same shall be extended to NIOT without any restriction whatsoever. NIOT shall promptly notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor 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 Contractor, 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 Contractor's risk and expense and without prejudice to any other rights which NIOT may have against the Contractor under the Contract. Also, such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

**(b) Defect Liability:**

Any defect, or any other faults for plant components etc., which may appear against the set quality or performance characteristics within the Defects Liability period (DLP), of 12 months, any defects, arising in the opinion of the NIOT from materials or workmanship not in accordance with the contract, shall on demand which shall be made within the defects liability period, in writing by the NIOT and within such reasonable time as shall be stated therein specifying the work, materials or articles complained of notwithstanding that the same may have been passed or/and certified, paid for be amended and made good by the contractor. In case of default, NIOT may employ and pay other person or persons to amend and make good all such defects or other faults and all damages, losses and expenses consequent thereon or incidental there to. Contractor shall be made good and borne by the Contractor at the risk and cost of the contractor. And recoverable from the contractor by the NIOT or may be deducted by NIOT from any moneys due or that may become due to the contractor. Should any defective work have been done or materials supplied by the contractor or their associates the contractor shall be liable to make good the same in the same manner as if such work or materials had been subject to the provisions. Any delay in rectifying the defects within a maximum time of one month shall result in automatic extension of DLP within contract price to the extent of delay in rectification.

**46. Performance Security:**

The successful bidders should deposit **5%** of the LOI value as Performance Security within **two weeks** from the date of issue of LOI. 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 purchase order

in terms of the purchase order. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the purchase order and forfeit the EMD /Bid security.

Bank Guarantee shall be as per prescribed format issued by a National /Commercial bank and valid for 60 days beyond the scheduled delivery / completion period as per purchase order. This format can be downloaded from the link <https://www.niot.res.in/index.php/vendor/login>.

**47. Performance Guarantee/ Warranty Bank Guarantee:** As per the MoFS guidelines **10% of the item value** to be retained towards warranty to ensure the performance of the equipment's/systems to avoid any defect due to material/ workmanship or any omission on the part of the purchase order to rectify the same during the warranty period. If performance bank guarantee for 10% of the item value is submitted and valid till completion of the warranty period and acceptance then 100% payment will be released. The warranty Bank Guarantee will be discharged after completion of the standard warranty period.

**48. Payment:**

1. **90%** Payment will be released within 30 days after receipt & acceptance of all items including commissioning (deployment of equipment, data acquisition & processing, and training) and submission of commissioning report with original Invoice, other deliverables at NIOT as per the contract. No advance payment will be made.
2. 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 then 100% payment will be released. (Refer Clause 47)

**49. 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.

**50. Pre-Contract Integrity Pact:** The Pre-contract Integrity pact should be signed and stamped by Authorized signatory of the bidders' company and to be uploaded along with the technical bid. In case of Consortium bidding, then all the consortium partners to sign the Pre-Contract Integrity pact. The successful bidder should submit the signed and stamped Pre-contract Integrity pact in original along with the Contract document.

**51. Mediation/Arbitration/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 the sole arbitrator will 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.

**52. 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 Annexure – I of NIT (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 conforming 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 Annexure – I of NIT (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 quoted price.

**53. Agents/Agency Commission:** The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the Contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any

such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event is liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above

(i) Prime Lending Rate of State Bank of India for Indian bidders, and

(ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of bid shall be considered for this. The Buyer will also have the right to recover any such amount from any Contracts in vogue with the Government of India.

- a) Details of all Agents will be disclosed at the time of submission of offers and within two weeks of engagement of an Agent at any subsequent stage of procurement.
- b) The Seller is required to disclose termination of the agreement with the Agent, within two weeks of the agreement having been terminated.
- c) NIOT/MoES reserves the right to inform the Seller at any stage that the Agent so engaged is not acceptable where upon it would be incumbent on the Seller either to interact with NIOT/MoES directly or engage another Agent. The decision of NIOT/MoES on rejection of the Agent shall be final and be effective immediately.
- d) All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the NIOT/MoES.
- e) The Agent will not be engaged to manipulate or in any way to recommend to any
- f) Functionaries of the Govt. of India, whether officially or unofficially, the award of the Contract to the Seller or to indulge in corrupt and unethical practices.
- g) The Contract with the Agent will not be a conditional Contract wherein payment made or penalty levied is based, directly or indirectly, on success or failure of the award of the Contract.
- h) On demand, the Seller shall provide necessary information/inspection of the relevant financial documents/information, including a copy of the Contract(s) and details of payment terms between the Seller and the Agent engaged by him.
- i) If the equipment being offered by the Seller has been supplied /Contracted with any organization, public/private in India, the details of the same may be furnished in the technical as well as commercial offers. The Sellers are required to give a written undertaking that they have not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/Department of the Government of India and if the similar system has been supplied at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non-disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Seller to any other Ministry/Department of the Government of India at a lower price, then that vary price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the NIOT, if the Contract has already been concluded OR The Seller confirms and declares in the Techno-Commercial bid that they have engaged an agent, individual or firm, for promotion of their product.

In such case, following details are to be submitted in the Techno-Commercial bid:

- a) Name of the Agent
- b) Agency Agreement between the Seller and the agent giving details of their Contract obligation
- c) PAN Number, name and address of bankers in India and abroad in respect of Indian agent
- d) The nature and scope of services to be rendered by the agent and
- e) Percentage of agency commission payable to the agent.

**54. Agency Commission Payment:** Indian Agency commission shall be paid as per prevalent guidelines of Govt. of India, which stipulates payment of agency commission generally after release of all other payments have been made to the OEM/ Principal in terms of the Contract. The agency commission payable to the Indian agents shall be normally five percent but not more than the percentage specified in the agency agreement.

**55. 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(contractor) shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent authority.

**56. 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.

**57. 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.

**58. 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.

**59. 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.

**60. Confidentiality**

i) 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.

ii) 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.

**61. Authorisation:** 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 as per the prescribed format in our web site along with agency agreement.

**62. 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.

**61.1 Code of Integrity for Public Procurement**

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:

**(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

**61.2.** 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.

**61.3.** 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.

**61.4. 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.

**61.5. 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.

**63. 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

**64. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:**

**63.1.** 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.

**63.2.** 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.

**63.3.** 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.

### **65. 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.

### **66. 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:

**65.1** 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.

**65.2** 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.

**65.3** 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.

**65.4** 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.

**65.5** 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.

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

- (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.

**68. 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 arising, directly or indirectly, from:

- i.** breach of this Agreement by the Purchase order
- 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 Purchase order
- iv.** Any negligence or wilful misconduct of Purchase order, which violates any provision of this Agreement
- v.** Infringement of any intellectual property belonging to any third party by the Purchase order
- vi.** Any breach of an agreement or misunderstanding between Purchase order 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 Purchase order to NIOT, its personnel or property
- ix.** Any loss or damage caused by the Purchase order 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 Purchase order is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder
- xi.** Any obligation of the Purchase order performed by NIOT under this Agreement or under any Legislation.

## **69. 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

(i) 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 a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding 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.

#### **70. Clarifications:**

Applicants requiring any clarification on the RFP may send their query by email to [hvt@niot.res.in](mailto:hvt@niot.res.in) before the tender closing date. The Authority will post the reply to all such queries on the GeM Portal. All bidders shall visit official GeM 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.

#### **71. Preference to Make in India**

**Make in India-Price Preference-MSME** Price preference to Local suppliers as per Make in India procurement policy of Govt of India shall refer the order DPIIT Order No. P-45021/2/2017- PP (BE-II) dated 16th September 2020 issued by Ministry of Commerce (Govt. of India)

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.

### **I. 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 contract 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 contract 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 contract 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 contract 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 contract 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 contract 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.

### **II. Applicability in tenders where contract is to be awarded to multiple bidders: -**

In tenders where contract is awarded to multiple bidder's 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 contract, 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 contract for at least 50% of the tendered quantity in any tender, the contract 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 contract 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 contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

c) 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 contract 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.

d) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above

### **III. 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.

### **IV. 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.

### **V. 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.

#### **VI. 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 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
- (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.

#### **VII. 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 contract 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 up to 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 & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized 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.

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

S. No	Particulars	Yes	No	Page Ref
1	Whether EMD for <b>INR. 39,32,000</b> /- is scanned and uploaded along with the technical document?			
2	Whether every page of the tender document is digitally signed and uploaded in the GeM portal along with the other documents.			
3	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated and the copy of the certificates enclosed)			
4	Whether accepted to submit the LOI acceptance within 15 days from the date of receipt of the LOI?			
5	Whether submission of 5% of the contract value as Performance/warranty Security is acceptable?			
6	Whether submission of 10% of the supply value as Performance warranty Bank Guarantee is acceptable?			
7	Whether quote is valid for <b>120 days</b> from the date of tender opening or time specified in the tender document whichever is later?			
8	Whether payment terms of the tender is complied with?			
9	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?			
10	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
11	Whether liquidated damage as specified in the NIT accepted unconditionally?			
12	Whether the delivery period of <b>10 weeks</b> is acceptable as per the tender.			
13	Whether the warranty period ( <b>minimum 12 months</b> ) is acceptable as per the tender.			
14	Bidder is responsible for all performance benchmarks and the quote should contain an undertaking certifying the same.			
15	Whether the pre-Contract Integrity pact is duly signed by the authorized signatory and uploaded			
16	Whether Past track record of quality and service is enclosed?			
17	In case of Dual Bid whether unpriced/blank commercial bid (Part-B) is enclosed in part - A (Technical Bid)?			
18	Whether list of deliverables attached and comply as per tender?			

**Price bid format:**

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

Sl. No.	Item Description	Qty	Unit	Unit Cost	Total amount
<b>A</b>	<b>Material Component</b>				
1	Coastal Ocean surface current and wave measurements system Transmitter, receiver, Tx and Rx antenna including cable and connectors, Data acquisition system, software	6	nos		
2	3KVA Smart online UPS	6	nos		
3	5KVA servo Stabiliser with isolation transformer	6	nos		
4	Porta cabin (Marine grade office container)	6	nos		
5	15KVA Generator	6	nos		
6	V-SAT Hardware	6	nos		
7	Lightning arrestor	6	nos		
8	Electrode earthing -2nos per site	6	nos		
9	Surveillance system with accessories	6	nos		
10	Broadband connectivity with service	6	nos		
<b>B</b>	<b>Service Component</b>				
1	Site Survey before mobilization of material				
	East Coast - tentatively Tamil Nadu	3	sites	/per site	
	East Coast - tentatively Andhra Pradesh	3	sites	/per site	
2	Civil work for making the concrete basement for Sl. No. A (1(Tx and Rx antenna), 4,5,6)				
3	Installation, and commissioning at the site of Surface current and wave measuring system and its peripherals	6	sites	/per site	
4	3 days Training program at NIOT			Lumpsum	
<b>Total amount for F O R, NIOT Chennai (Including GST)</b>					
(Total Value in words _____ only)					

**Note: The basic price should be inclusive of all including GST.**

### **Technical Compliance Sheet (To be filled by the bidder)**

#### **A.1 Specification of Coastal Ocean surface current and wave measurements system**

The radar-based surface current and wave measurement system must be capable of providing spatial coverage over a distance of at least 200km and wave observation for at least 40% of the range. The system shall consist of but not be limited to transmitter, receiver, data acquisition system, display, and storage device to record- standalone continuous measurements for one year or more.

Sl. No	Description	Compliance		Remarks
		Yes	No	
1	The system must provide spatial coverage of surface currents over a distance of at least 200 km and wave observation for at least 80 km with the latest higher configuration of the data acquisition system/device/computer.			
2	The system shall be capable of simultaneously measuring sea surface currents and waves and capable of detecting Tsunami			
3	The system shall have a non-contact sensor; all hardware should be located on the coast or offshore structure.			
4	The system shall be compact, efficient and have low power requirements.			
5	The system and its components shall have a robust design capable of working in all-weather coastal environments.			
6	The bidder shall provide as a minimum (but not limited to) the following for each remote station installation:			
	<ul style="list-style-type: none"> <li>• Transmitter&amp; receiver pair to generate the current vector from the coverage area</li> <li>• Field of view: at least 120°</li> </ul>			
	<ul style="list-style-type: none"> <li>• Required hardware/software for tsunami detection and triggering for alarm</li> </ul>			
	<ul style="list-style-type: none"> <li>• Processing units at each installation site, including central processing.</li> </ul>			
	<ul style="list-style-type: none"> <li>• Accessories like computers, mass data storage, backup devices, communication, and power supply (Smart online UPS of required capacity of atleast 3KVA based on backup for complete installation at a site).</li> </ul>			
	<ul style="list-style-type: none"> <li>• Hardware and software for all installation sites to network/communicate simultaneously with NIOT (Chennai) and INCOIS (Hyderabad). Provision shall be made to communicate in real-time through satellite and also through broadband Internet in regular operation.</li> </ul>			
7	Post-processing software for extracting additional information, visualization, or ancillary data products from the main observation (like- tide, trajectory movement, current, wave and wind etc.) shall be included in the scope of supply.			

8	The bidder shall provide details of the calibration procedure.(Auto calculation)			
9	The system shall work continuously unattended in real-time without the need for daily maintenance or any manual assistance.			
10	Provide a system to access the remote site computers from the NIOT office for data transfer, running diagnostics etc			
11	Remote login software shall be pre-installed in remote sites as well as central site			
12	All installations shall have common timeframe synchronized with GPS.			
13	The system should provide the current and wave parameters output in ASCII format and should have facility to convert it to other oceanography support data format such as NetCDF			
14	Software for analysis and interpretation of current, wave data and other parameters for oceanographic uses shall be supplied. Minimum functions of this software shall include data export to Windows-based systems, time series extraction at select grid/cell, back-up control, ASCII export of radial/vector fields, wave parameters against time at select grid includes spectral data			
15	Software is capable of performing quality control of data in real-time			
16	The system shall be supplied with hard carry case for transportation.			
17	Antenna Vibration in high winds during monsoon storms should not degrade the radar performance.			
18	The installation of an antenna should withstand natural calamities. The bidder must study the area and make a proper arrangement during installation.			
19	Range resolution: 3-12km Angular resolution: 1-5 Deg user selectable			
20	Accuracy- RMS typical radial current velocity - <7cm/s and 1-2 cm/sec for the tidal component. significant wave height - ±5-10% mean wave direction - 5-12 degrees depending on wave height mean wave period - 0.6s Wind direction- 5-12 degrees			
21	Wave Height : Range from 1.4mto 25m Direction : 0-360 Degree The system shall be Capable of gathering directional spectra on waves.			
22	The system should have remote access capabilities for monitoring, troubleshooting, setup modification, and data retrieval.			

## A.2 Specification of 3KVA Smart Online UPS

Sl. No	Description	Compliance		Remarks
		Yes	No	
1	Capacity – atleast 3KVA			
2	Input Voltage: 160 to 280VAC Output Voltage: 230 VAC			
3	Type: Double conversion online Waveform type: Sine wave			
4	Make: Branded (service support/AMC at the site)			
5	Backup Battery: SMF; one-hour backup for Surface current and wave measuring operation along with its peripherals			
6	Protection: Overload, under voltage, short circuit and surge			
7	Freq.: 50Hz			
8	Overload capacity: 125% of rated load for 60 sec			
9	Operating Temperature: 0 to 40 Deg C Humidity: 0 to 90% RH Non-Condensing			
10	Indicators: Voltage, Battery status			
11	Approval: EN/IEC			

## A.3 Specification of 5KVA Servo stabiliser with Isolation transformer

A single-phase servo stabiliser is proposed to protect the sensitive equipment (Surface current and wave measuring) from fluctuations caused by switching ON/OFF of heavy load devices. It requires constant output voltage with a tolerance of +/-1% to ensure smooth operation of the Surface current and wave measuring system. In addition, it proposed an isolation transformer that allows AC power from the main input to the stabiliser without electrically connecting the two devices.

Sl.No	Description	Compliance		Remarks
		Yes	No	
1	Stabiliser capacity: 5KVA			
2	Input Voltage: 70 – 280 V AC Output: 230VAC			
3	Output Voltage regulation: +/-1%			
4	Control Design: Microcontroller-based control system			
5	Type: Servo controlled			
6	Display for Input/output voltage			

7	Settings of o/p voltage, High/Low cut-off limits, Manual/auto restart time delay			
8	Protection: high/low voltage cut-off, short circuit, over load, input surge			
9	Filter: EMI Filter Surge Arrester			
10	Isolation: Input should be isolated through transformer with electrostatic shield of same rating (Built-in or separate unit)			
11	1:1 Primary / Secondary voltage			



## **Special conditions of the contract**

### **Proposal for Supply, Installation, Integration and commissioning of remote systems for Coastal Ocean surface current and wave measurements along the Indian coast- Augmentation of ICORN**

#### **Introduction**

National Institute of Ocean Technology (NIOT), Chennai, is an autonomous body under the Ministry of Earth Sciences (MoES) and is mandated for presently operating a network of coastal ocean surface current and wave measurement systems along the Indian coast called Indian Coastal Ocean High-Frequency Radar Network (ICORN).

NIOT operates a network of 5 pairs (10 remote sites) of remote systems for Coastal Ocean surface current and wave measurement along the Indian coast. V-SAT communications receive real-time data at central sites (NIOT and INCOIS). The existing network is proposed to be enhanced with three new pairs (six remote sites) of such systems and the required peripheral and supporting devices.

#### **Scope of Work**

It involves the supply, installation, integration, and commissioning of three new pairs (6 remote systems) of Coastal Ocean surface current and wave measurement systems, including supporting devices like V-SAT, Porta Cabin, Generator, Uninterrupted power supply, air conditioner, servo stabiliser. The scope includes a one-year warranty at the sites after installation. These new remote systems must be integrated into the existing central sites.

1. Long Range surface current and wave measuring system along with Data acquisition for remote site
2. Uninterrupted Power supply- 3KVA with one hour back up
3. 5KVA servo stabiliser with isolation transformer
4. Porta cabin (Marine grade office container)
5. 15KVA Generator(marine grade)
6. V-SAT terminal and broadband (minimum 512kpbs) – Hardware with services
7. Lightening arrestor for each site
8. Electrode earthing at each site
9. Civil work involves a concrete basement for the TX & RX antenna, Generator, porta cabin, V-SAT, and air conditioner compressor unit.
10. Statutory licenses/permissions may be obtained from the respective competent authority for import and operation. NIOT will provide the necessary letters/documents as and when required.

## Deliverables

### **A. Supply Component**

Sl.No	Description	Qty
1	Coastal Ocean surface current and wave measurements system includes, but is not limited to Transmitter, receiver, data acquisition system, data reception, antennas, cables and connectors	6 sets
2	Uninterrupted Power supply- 3KVA with one hour back up	6 nos
3	5KVA servo stabiliser with isolation transformer	6 sets
4	Porta cabin- <u>Marine grade office container</u>	6 sets
5	15KVA Generator	6 nos
6	V-SAT hardware (Indoor and outdoor units with cable)	6 nos
7	Lightning arrestor	6 sets
8	Electrode earthing (cables and conducting materials)- 2nos	6 sets
9	CCTV with its accessories	6 sets

### **B. Service Component**

Sl. No	Description	Qty
1.	Civil work for concrete basement for TX & RX antenna, Generator, Porta cabin, V-SAT and air conditioner compressor units	6 sites
2.	Antenna cables are to be secured by burying one foot below ground level with a suitable hose pipe for protection between porta cabin and antennas	6 sites
3.	Installation and commissioning of surface current measuring system	6 sites
4.	3 days of Software training at NIOT, Chennai, for data analysis, processing, validation, quality control and output product	Lump sum
5.	V-SAT Broadband service charges yearly	Lump Sum

### **Technical Terms and Conditions**

The vendor is responsible for the supply, integration, installation, and commissioning of the Coastal Ocean surface current and wave measurements system and its supporting devices. NIOT will provide the necessary letter and support for site clearance/permission/material movement.

The vendor should follow proper installation methods during the commissioning of each remote system and their supporting devices in coordination with OEM. The cables should be routed through proper protection to withstand harsh environmental conditions. The material (metal) used in the installation should be stainless steel and rust-proof.

Antennae shall be protected with fencing using wooden items.

The vendor should provide the total power budget requirements for the remote system, V-SAT hardware, and supporting devices.

Before moving materials, the vendor must survey all remote sites (6 nos) to assess the site preparation and civil work for installing and commissioning surface current measuring systems and their supporting devices.

The vendor should submit the plan and time schedules for supplying, preparing the site, and commissioning remote systems.

### **Training**

The supplier should provide detailed training on Surface current and wave measuring systems installation at the remote site during installation. Training includes integration, installation, site configuration, data acquisition, data transfer, calibration and validation, etc. It also includes general maintenance and troubleshooting of all systems installed.

The supplier should provide three days of training at NIOT, Chennai, covering system operation, data collection, quality control, combining tools, output format and its structure, application, monitoring the remote site operation, diagnostics, etc.

The system technical documents and training documents should be submitted in both soft and hard copy. The manual includes system installation procedures, operation, troubleshooting, application software, a flow chart, etc.

### **The Technical proposal**

1. Company Profile
2. Track record for the previous two years executed similar nature/magnitude and user feedback certificate
3. Plan for execution – Deliverables, site preparation, installation and Training, warranty commitment
4. Technical specification details of Surface current and wave measuring system, V-SAT and supporting devices
5. Power budget estimation
6. Details of all deliverables, along with the model and serial numbers
7. Technical compliance sheet
8. commercial compliance sheet and un-priced bill-of-quantity

### A.1 Specification of Coastal Ocean surface current and wave measurements system

The radar-based surface current and wave measurement system must be capable of providing spatial coverage over a distance of at least 200km and wave observation for at least 40% of the range. The system shall consist of but not be limited to transmitter, receiver, data acquisition system, display, and storage device to record- standalone continuous measurements for one year or more.

Sl. No	Description	Compliance		Remarks
		Yes	No	
1	The system must provide spatial coverage of surface currents over a distance of at least 200 km and wave observation for at least 80 km with the latest higher configuration of the data acquisition system/device/computer.			
2	The system shall be capable of simultaneously measuring sea surface currents and waves and capable of detecting Tsunami			
3	The system shall have a non-contact sensor; all hardware should be located on the coast or offshore structure.			
4	The system shall be compact, efficient and have low power requirements.			
5	The system and its components shall have a robust design capable of working in all-weather coastal environments.			
6	The bidder shall provide as a minimum (but not limited to) the following for each remote station installation:			
	<ul style="list-style-type: none"> <li>• Transmitter&amp; receiver pair to generate the current vector from the coverage area</li> <li>• Field of view: at least 120°</li> </ul>			
	<ul style="list-style-type: none"> <li>• Required hardware/software for tsunami detection and triggering for alarm</li> </ul>			
	<ul style="list-style-type: none"> <li>• Processing units at each installation site, including central processing.</li> </ul>			
	<ul style="list-style-type: none"> <li>• Accessories like computers, mass data storage, backup devices, communication, and power supply (Smart online UPS of required capacity of atleast 3KVA based on backup for complete installation at a site).</li> </ul>			
	<ul style="list-style-type: none"> <li>• Hardware and software for all installation sites to network/communicate simultaneously with NIOT (Chennai) and INCOIS (Hyderabad). Provision shall be made to communicate in real-time through satellite and also through broadband Internet in regular operation.</li> </ul>			
7	Post-processing software for extracting additional information, visualisation, or ancillary data products from the main observation (like- tide, trajectory movement, current, wave and wind etc.) shall be included in the scope of supply.			
8	The bidder shall provide details of the calibration procedure.(Auto calculation)			

9	The system shall work continuously unattended in real-time without the need for daily maintenance or any manual assistance.			
10	Provide a system to access the remote site computers from the NIOT office for data transfer, running diagnostics etc			
11	Remote login software shall be pre-installed in remote sites as well as central site			
12	All installations shall have common timeframe synchronised with GPS.			
13	The system should provide the current and wave parameters output in ASCII format and should have facility to convert it to other oceanography support data format such as NetCDF			
14	Software for analysis and interpretation of current, wave data and other parameters for oceanographic uses shall be supplied. Minimum functions of this software shall include data export to Windows-based systems, time series extraction at select grid/cell, back-up control, ASCII export of radial/vector fields, wave parameters against time at select grid includes spectral data			
15	Software is capable of performing quality control of data in real-time			
16	The system shall be supplied with hard carry case for transportation.			
17	Antenna Vibration in high winds during monsoon storms should not degrade the radar performance.			
18	The installation of an antenna should withstand natural calamities. The bidder must study the area and make a proper arrangement during installation.			
19	Range resolution: 3-12km Angular resolution: 1-5 Deg user selectable			
20	Accuracy- RMS typical radial current velocity - <7cm/s and 1-2 cm/sec for the tidal component. significant wave height – ±5-10% mean wave direction – 5-12 degrees depending on wave height mean wave period – 0.6s Wind direction- 5-12 degrees			
21	Wave Height : Range from 1.4m to 25m Direction : 0-360 Degree The system shall be Capable of gathering directional spectra on waves.			
22	The system should have remote access capabilities for monitoring, troubleshooting, setup modification, and data retrieval.			

### A.2 Specification of 3KVA Smart Online UPS

Sl. No	Description	Compliance		Remarks
		Yes	No	
1	Capacity – atleast 3KVA			
2	Input Voltage: 160 to 280VAC Output Voltage: 230 VAC			
3	Type: Double conversion online Waveform type: Sine wave			
4	Make: Branded (service support/AMC at the site)			
5	Backup Battery: SMF; one-hour backup for Surface current and wave measuring operation along with its peripherals			
6	Protection: Overload, under voltage, short circuit and surge			
7	Freq.: 50Hz			
8	Overload capacity: 125% of rated load for 60 sec			
9	Operating Temperature: 0 to 40 Deg C Humidity: 0 to 90% RH Non-Condensing			
10	Indicators: Voltage, Battery status			
11	Approval: EN/IEC			

### A.3 Specification of 5KVA Servo stabiliser with Isolation transformer

A single-phase servo stabiliser is proposed to protect the sensitive equipment (Surface current and wave measuring) from fluctuations caused by switching ON/OFF of heavy load devices. It requires constant output voltage with a tolerance of +/-1% to ensure smooth operation of the Surface current and wave measuring system. In addition, it proposed an isolation transformer that allows AC power from the main input to the stabiliser without electrically connecting the two devices.

Sl. No	Description	Compliance		Remarks
		Yes	No	
1	Stabiliser capacity: 5KVA			
2	Input Voltage: 70 – 280 V AC Output: 230VAC			
3	Output Voltage regulation: +/-1%			
4	Control Design: Microcontroller-based control system			
5	Type: Servo controlled			
6	Display for Input/output voltage			
7	Settings of o/p voltage, High/Low cut-off limits, Manual/auto restart time delay			
8	Protection: high/low voltage cut-off, short circuit, over load, input surge			
9	Filter: EMI Filter Surge Arrester			
10	Isolation: Input should be isolated through transformer with electrostatic shield of same rating (Built-in or separate unit)			
11	1:1 Primary / Secondary voltage			

#### **A.4 Specification of Porta Cabin (Marine Grade office container)**

##### GENERAL

This container shall be specially designed to accommodate the electrical/electronic equipment for the surface current and wave measurement systems. Each container will be insulated with a rock wool slab. The container's interior should be insulated against temperature & environmental conditions with the material mentioned in the Specifications. The interior finish should have a pleasing aesthetics and good workmanship. The detailed specifications and requirements are enumerated below:

##### GENERAL DESIGN PRINCIPLES:

1. Comfort commensurate with efficient functional utility.
2. Easy transportability under challenging terrains.
3. It must be strong enough to withstand all stresses, strains, and vibrations arising from handling, transportation, and transit and also to protect the internal fittings and their fixtures.
4. Light weight and rugged construction commensurate with the abovementioned needs to facilitate handling and transportation.
5. The interiors will be made of termite-proof and fire-resistant materials, capable of withstanding adverse conditions and inclement weather.
6. ISO corner castings, as per specifications ISO 1161, are to be provided at all eight corners to facilitate easy handling and securing.
7. Life should not be less than 10 years with routine maintenance.

##### SPECIFICATIONS

##### **Dimensions (Nominal):**

Overall nominal Length of substation container : 6096mm  
Overall width of substation container :2438 mm  
Overall height of substation container :2591 mm

<b>SR NO</b>	<b>SPECIFICATION</b>	<b>DESCRIPTION</b>
1	Main Door	The door will be external opened, made of the same material as wall paneling inside a canopy above the door. Framework by tubular pipe of 30 X 30 mm and door interior shall be finished with same material matching with that of cabin interior. Door with standard hardware lock with Handles and water leak proof with Container rubber seal. The Main Door must have a weather shed to prevent direct rainwater entry inside the container. Main door dimesion (7' X 3.6')

2	Insulation	8mm Super Polynum Insulation self which stand, and fire rated (FR)insulation top and all side walls.
3	Paneling Interior	Anodized Aluminum framework 40mm x 25 mm thick-Full Cabin 3 mm Indo Bond ACP Paneling complete cabin with Proper Wacker Sealant ACP: Cream Colour
4	Aluminum sliding windows	Double shutter, sliding aluminum powder coated windows with minimum 4MM thick glass for all windows, safety grills from outside and canopy on the top of the windows.
5	Aluminum Door	In addition to Main door Aluminum door to be provided during regular operation with lock, door closure stopper. Door Top glass view and bottom Laminated Bison Board.
6	Partition with Door	Second door between Instrument room and Security room made up of centered glass (1x1 feet) or standard size of glass, door edge (top, bottom & side) fitted with rubber seal for efficient cooling inside Instrument room.
7	Bottom flooring	On the bottom frame 30 MM thick waterproof Marine Plywood sheet shall be fixed & 1.5thick PVC Vinyl carpet shall be fixed on the panel
8	Furniture	1) 7' x 3'x 18" made with 17 mm PRELAMINATED MDF BOARD Wardrobe with drawers Self double door and lock- 1 No(Hinges EBCO Brand) 2) 4' x 1'6" File cabinet made with 17 mm PRELAMINATED MDF BOARD with door and lock - 1 No 3) 8' x 2' x 2'6" Table made with 17 mm PRELAMINATED MDF BOARD with Sliding Door - 1 No 4) Officer Revolving Chair - 4 No 5) Wall Cloak - 1 No 6) Cloth Hook stand - 2 No 7) MS Single Cot with Bottom Storage and sliding door 75" x 36" - 1 No 8) 6 Inch Foam Mattress with Pillow, Bed Cover and Bed Sheet - 1 No
09	Outside painting	All the components are painted with a coat of primer and two coats of corrosion free paint. (Synthetic Epoxy Paint). NIOT Logo must be painted, Size & location will be communicated.
10	Hooks	Specially formed hooks for easy lift and shift at suitable location to be provided. There should additional be two hooks at all 4 corners (The exact placement will be shared further)



11	Electrical	<p>The incoming power for the marine-grade office container shall be supplied from the main supply as well as the generator. The internal wiring for each partition shall include ELCB for incoming power. The input socket will be mounted to the right top corner with metallic casting fitted outside to protect from rain/ dust etc. All cabins shall be provided with 2nos of 15 AMPS socket accommodating with fan switches etc, on both sides. All electrical wiring will be concealed and routed with channel capping &amp; casing. All wiring shall be concealed and PVC insulated copper wires of ISI quality suitable for 240V, 50 Hz</p> <ol style="list-style-type: none"> <li>1. Two number 1.5 Ton capacity Split Air conditioner units to be fitted (Make Carrier 100 % copper coil Noninverter Model with Premier Double Booster Stabilizers). Outdoor Unit Mounting arrangement to be provided in a container outside.</li> <li>2. Two number wall mounting fans (Make: Crompton, Havel's, Orient) There should be provision to attach one fan in the Security room and another in the Instrument room.</li> <li>3. 3 no's Tube lights</li> <li>4. Three-pin sockets Two numbers at each location with switch control for 5 Amps 220 Volts at Three locations.</li> <li>5. Three-pin socket, one number at each location with switch control for 15 Amps 220 Volts at Two locations</li> <li>6. Distribution board shall have (Brand: Schneider) 3 phase <ol style="list-style-type: none"> <li>a) 10 Amp MCB one number</li> <li>b) 15 Amp MCB One numbers,</li> <li>c) 25 Amps MCB Two Numbers</li> <li>d) ELCB shall be provided</li> <li>e) Change Over switch-3 phase(63A)One Numbers(Make: Standard)</li> </ol> </li> <li>7. Outdoor LED Focus light 30 Watts - 4No's</li> <li>8. Cable Duct 3" - 2 no.s (Placement will be shared further) (Note: No socket should be located near window and Door area) rain.</li> </ol>
12	AC stand and shed	<p>The container exterior should have provisions to fit an AC compressor stand and foldable shed unit to protect it from direct rain.</p>
13	Bottom Locking Arrangement	<p>The container bottom should have a Nut and tool to fix it, which can be locked with the bottom Bolt attached to the basement in order to prevent flipping of the container during strong winds.</p>

**Instrumentation RACK:**

1. Dimension : 19 " (36U, 600 W, 1000 D)

2. Features:

- Basic enclosure with top & bottom cover with cable entry Recessed 19" Mtg. Angles, 1 set.
- Side Panels (Removable) with 1/3rd ventilation and slam latch
- Rear Steel Door (Fully Perforated) with lock
- Front Toughened Transparent Glass Door with vents & Lock
- Fan plate with fans 4 nos. having 90 CFM capacity
- A.C. Main Channel having 5/15 Amp X 10 sockets isolator mcb, indicator lamp and power cord, 3 mtr cable-1no
- Heavy Duty Shelf - 3 Nos.
- Sliding Keyboard Tray - 1 No.

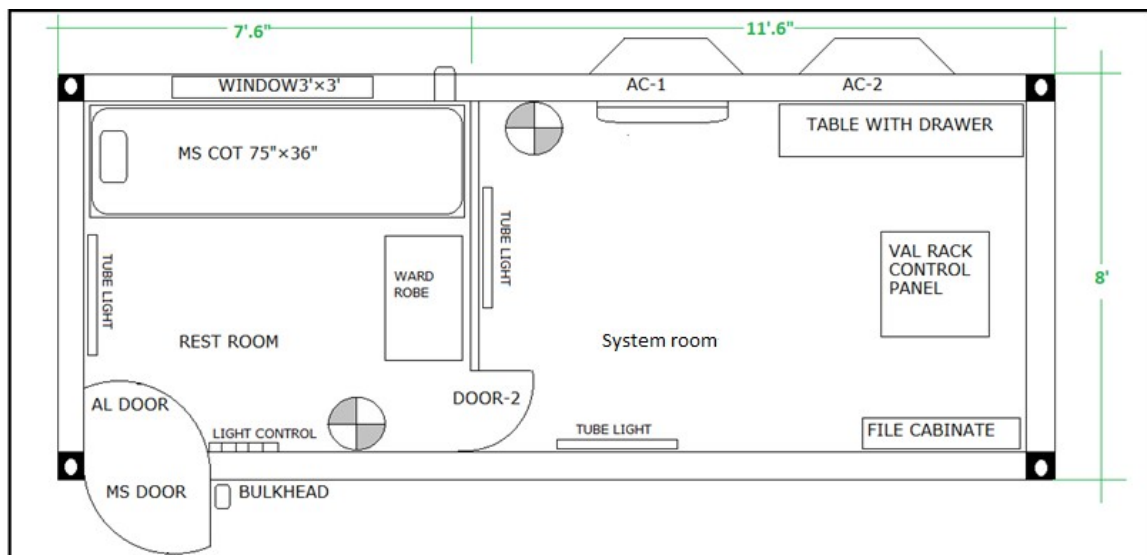


Figure: Porta Cabin (Marine grade office container)

**A.5 Specification of 15KVA Generator**

Generator should have compact design and UV protected polyurethane powder coated canopy which suitable for nearshore area. Generator should have auto / manual starting facility. The generator will be standby during main power and automatically started after 5 minutes of power failure.

SI No	Specification	Description
1.	Capacity and type	15KVA, silent Generator
2.	Cooling	Generator(Air cooled engine)
3.	Control	Control panel, base frame, Fuel tank (atleast 50Lit.) and Battery for auto start. Different operation mode selection
4.	Display	Display for status, voltage, energy consumption, current etc

5.	Fuel type	Diesel
6.	Power factor	0.8
7.	Output	3 phase, 415 V, 50Hz, +/-5% 1 phase, 230V, 50Hz
8.	Protection	The overload characteristic should be able to handle 110% of rated power continuously for at least one hour every 12 hours.
9.	AVR	The automatic voltage regulator (AVR) shall be of three phase sensing electronic type with accuracy regulation not more than $\pm 1\%$ )
10.	AVR protection	The AVR shall be protected against failure due to low speed operation, over excitation, overvoltage and any abnormal conditions
11.	Output wave	The output waveform should be pure sine. The residual harmonic percentage between full load and no load should not exceed +5%.)
12.	Short circuit protection	The alternator shall withstand all types of short circuits without any damage with full protection against abnormal conditions
13.	Frame	Engine and alternator shall be coupled and mounted on sturdy, fabricated, welded construction base frame
14.	Sensing Dangerous Condition	Sensing electrical conditions that might cause damage to the generator, e.g., high and low output voltages. In such circumstances and any fault electric problem, the control equipment shall immediately isolate the generator from the load, stop the diesel engine and raise an alarm
15.	Protection	Suitable MCBs or fuses protection for all input and output (AC / DC) circuits
16.	Installation /Commissioning	Supplier is responsible for successful installation & commissioning as per standard at Surface current and wave measuring site. During installation and commissioning, supplier should test the generator with 100% of load and qualify the protection system as per spec. and quality of output
17.	Test Certificate	User manual and test certificate shall be provided
18.	Accessories	Accessories / spare, if any, required for smooth operation may be offered as a standard scope of supply.

#### **A.6 Specification of Communication system (V-SAT)**

V-SAT is proposed to establish internet connectivity for transferring real time data to central server. The system should be suitable for marine environmental and work all time weather conditions. The vendor should select appropriate frequency/band to work during rain and storm. The system consists of indoor unit and outdoor unit capable for providing high speed internet connectivity. Any permission / license required for operating this V-SAT at site, it is vendor responsible to get the adequate license / permission to competent authority as part of the scope.

Dish antenna should be at least 1.2m

Feature with IP router, static IP, TCP, HTTP protocol and security

Web-based graphical user interface for configuration, status of the system

Broad band service - 512kpbs (1:1) speed internet connectivity between remote site to central site

### A.7 Specification of Lightning Arrestor

- The systems are protected from lightning by metallic lightning arrestors extending to the ground from a point above the highest part of the place. The arrestor has pointed edges on one side and the other side is connected to a long thick copper strip/wire (down conductor) which runs down the building and connects to the Earthing system.
- No external power supply is required
- High electrical continuity

### A.8 Specification of Electrode Earthing

- Earthing and proper conducting of electrical cables at each site
- Hot dip galvanized or copper electrode for corrosion protection
- Earthing shall be connected to the main power distribution panel as well as the instrumentation rack

### A.9 Specification of Security surveillance system

The surveillance system is provided to control and monitor the activities/movement of people in and around the Surface current and wave measuring porta cabin(Marine grade office container). Access to these systems (6 sets) should be made available through the internet with one login credential.

Sl. No	Description	Compliance		Remarks
		Yes	No	
1	8 channel standalone NVR with 2TB storage. Ethernet port.			
2	Indoor camera: 1 no (at least 4 mega pixel) (Dome Camera) Outdoor camera :4 nos (at least 4 mega pixel) (Bullet Camera) All Cameras are IP enabled. Cameras shall be mounted on the four sides of container. Necessary protection cover may be provided			
3	Outdoor cameras shall be in IP66 housing			
4	Cable : Combination of RG59 for Video signals transmission and a pair of 22 gauge wires for power			
5	Power supply : 12V DC Adapter			
6	Monitor for camera display			
7	Video management software shall offer both video steam and storage management.			

### Service Component

Sl. No	Description	Qty
1	Site survey	The vendor shall be responsible for the site survey first and make necessary arrangements for mobilizing items to the respective site
2	Transportation of materials	All the items may be transported directly to the respective site after necessary arrangements and clearance
3	Civil work is required for the concrete basement for the TX & RX antenna at a height of 1m from base level, 0.5m for the Generator, Porta cabin, and V-SAT. The size of the basement can be decided Each basement size may be selected 2 feet more than size of the items (Genset, Cabin and etc.)	
4	Antenna cables are secured by burying one foot below ground level with a suitable hose pipe for protection between the porta cabin and antennas. Size of the hose may be selected based on antenna cables and should be free movement inside the hose.	
5	Supplier shall be responsible for obtaining Frequency allocation, import license and operator license from Wireless Planning Commission (WPC). Timely co-ordination at WPC during supply and operation. Necessary supporting letter will be provided by NIOT.	
6	Installation and commissioning of Coastal Ocean surface current and wave measurements system at each site will be done by OEM and Indian dealers. Training should be provided to NIOT during installation. Training should cover the standard installation, configuration, collecting quality data, maintenance and troubleshooting of each system. Suppliers should ensure the full functionality of each system at each remote site, and data should reach central sites. Securing of cables, antenna should be part of the installation. The report will be generated at the site accepted by NIOT.	
7	3 days of Software training at NIOT, Chennai, for data analysis, QA/QC, processing, validation, and output product	
8	V-SAT Broadband charges for one year	Yearly

**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 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**

**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 40 of the NIT, 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**

**PERFORMANCE STATEMENT FORM**

Details of similar equipment / systems supplied & installed during past 3 years in India & Abroad

Name of the Firm \_\_\_\_\_

Order Placed by (full address of Purchaser)

Order Number and date:

Description and Quantity of Ordered:

Equipment Value of Order:

Date of Completion of deliver as Per Contract:

Date of actual Completion of Delivery:

Remarks Indicating reasons for late delivery, if any:

Has the Equipment Been installed/ Working Satisfactory (Attach a Certificate from The purchaser / Consignee)

Name of Contact Person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder .....

Place :

Date :

**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 transgressions 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:

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

**ANNEXURE-VI**

**Certificate of Local Content  
(To be enclosed along with Technical Bid)**

Tender No. \_\_\_\_\_

We M/s. \_\_\_\_\_ (Name of Bidder) hereby certify that we meet the minimum Local content for the Goods and services offered vide our offer/bid No. \_\_\_\_\_ dated \_\_\_\_\_ as specified below:

- Class-I Local Supplier with local content of 50% and above
- OR
- Class-II Local Supplier with local content of 20% and above but less than 50%

**(Tick appropriate category of Local Supplier)**

We are not claiming the services such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty as local value addition.

We are aware that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (Govt of India) for which we or our successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name: [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

**ANNEXURE-VII**  
**Certificate of Price break up of Local Content (To be enclosed along with Price Bid)**

Tender No. \_\_\_\_\_

We M/s. \_\_\_\_\_ (Name of Bidder) hereby certify that we meet the minimum Local content for the Goods and services offered vide our offer/bid No. \_\_\_\_\_ dated \_\_\_\_\_ as specified below:

- Class-I Local Supplier with local content of 50% and above  
OR
- Class-II Local Supplier with local content of 20% and above but less than 50%

(Tick appropriate category of Local Supplier)

Minimum Local content is \_\_\_\_\_% as per Price break up given below:

Component of cost Imported product Domestic value addition to product In Foreign Currency US\$ or specify In Rupees

Exchange Rate @ 1 US\$ = Rs In Rupees Location of value addition Goods

Material

ii Equipment

iii Total Quoted Price =

(X + Y)

X =

Y =

% Local Content = (YXY) x 100

We are not claiming the services such as transportation, insurance, installation, commissioning, training, after sales service (warranty or AMC/CMC support), consultancy and custom clearance including custom duty as local value addition. These costs should not be included in Y above.

We are aware that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (Govt of India) for which we or our successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name: [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

## **ANNEXURE-VIII**

### **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 IX**

**Self-Certification under preference to Make in India order Certificate**

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by Ministry of Commerce and Industry and subsequent amendment of the order dt 16<sup>th</sup> September 2020 we hereby certify that we M/s. .... are local supplier meeting the requirement of minimum local content (i.e. amount of value addition) .....% as defined in above orders for the item/s against Enquiry/Tender No ..... Details of location at which local value addition is made for the item/s are as follows

.....  
.....

We also understand 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 upto two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of vendor with stamp

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_, between on one hand, the President of India acting through Dr. Tummala Srinivasa Kumar, Director, NIOT, Ministry of Earth Sciences, 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 represented by Shri \_\_\_\_\_, (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 a service for **"Supply, Installation, Integration and commissioning of remote systems for Coastal Ocean surface current and wave measurements along the Indian coast for ICORN"** 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/prejudices dealings prior to, during and subsequent to the currency of the contract to be entered into 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 hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER**

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 advantages 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.

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

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 will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

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

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.

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 Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

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

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

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

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.

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.

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

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.

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

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

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.

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**

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.

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)**

While submitting commercial bid, the BIDDER shall deposit an amount INR. 39,32,000/- as Earnest Money/Security Deposit, with the buyer as per the following instruments:

- i) 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.
- ii) Any other mode or through any other instrument (to be specified in the RFP)

The Earnest Money/Security Deposit shall be valid up to 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. In case of the 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.

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**

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:

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- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from 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 aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with 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 middleman or agent or broker with a view to securing the contract.

- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or 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**

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

**Shri. Ajay Kumar Lal, IRAS (Retd)**

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New Delhi 110075

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.

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

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

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

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 Subbidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subbidder(s) with confidentiality.

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.

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**

The validity of this Integrity pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including 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.

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 hereby sign this Integrity Pact at \_\_\_\_\_ NIOT Chennai on

**THE DIRECTOR**

National Institute of Ocean Technology  
Ministry of Earth Sciences

**BIDDER**

M/s

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

