Global Tender

for

CO_2 Sensors for MATSYA6000 in Two Bid System

NATIONAL INSITUTE OF OCEAN TECHNOLOGY

VELACHERY – TAMBARAM MAIN ROAD, NARAYANAPURAM

CHENNAI 600 100

	NATIONAL INSTITUTE Of OCEAN TECHNOLOGY	NOTICE INVITING TENDER (NIT)	
		Form No.	NIOT/S&P/NIT

e- Tender Schedule	
ननविदा **संख्या/ Tender No.**	**NIOT/HVT/1431R/2025-26**
कोजारी**/ Tender Title**	**CO_2 Sensor for MATSYA6000**
ननविदाप्रणाली**/Tender Mode**	**CPP Portal (Global Tender-Open Tender-Two Bid)**
निविदा जारी करने की तारीख **/Tender Issue date**	**22.7.2026**
निविदा समापन तिथि और समय**/ Tender Closing Date and Time**	**20.8.2026 @11.00 AM**
निविदा खोलने की तिथि और समय**/Tender Opening Date and Time**	**20.8.2026 @11.30 AM**
ईएमडी जमा करना **/Submission of EMD**	**INR 1,52,320/-or USD 1578.44** a) Scanned copy of the EMD instrument to be uploaded in the CPP Portal. **b) Original EMD should be submitted through courier/ speed post or in person dropped at the tender box before the closing date and time of the tender**
निविदा दस्तावेज उपलब्ध स्थान / Tender Documents available place	Tender documents can be freely downloaded from eprocure@nic.in website www.niot.res.intill closing date and time of the Tender. The tender document fee is waived for downloading the Tender.
बोली का प्रकार और निविदा जमा करना **/Bidding Type & Tender submission**	The tender is being Two Bid system, Techno-commercial Bid and BOQ (Price Bid) should be uploaded separately and electronically through CPP Portal www.eprocure.gov.in/eprocure/app **The price/cost should not be revealed along with the technical bid. In case, the price/cost is revealed anywhere in the technical bid is considered as invalid and summarily rejected**
ई-टेंडर के लिए सहायता मैनुअल / Help Manual for e-tender	Bidders may download the help documents and Bidders manual kit from www.eprocure.gov.in/eprocure/app For any technical queries related to operation of the Central Procurement Portal please mail to support-eproc@nic.in Helpdesk numbers are: Mobile Numbers- 91 8826246593 Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005.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 ID	tenders.niot@gov.in

INTRODUCTION

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

General Conditions of Order (GCC)

National institute of Ocean Technology invites CPP bids for **"CO_2 Sensor for MATSYA6000" at NIOT, Chennai** as per details given below.

Notice Inviting Tender (NIT) -Section-I

1. Submission of bids: Bidders are requested to submit their Bid/quotation in two parts containing Technical proposal and price bid (BOQ) as Part-2 should be submitted electronically through CPP Portal https://eprocure.gov.in/eprocure/appThe 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 upload 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. **No Manual tender is accepted.**

Part-1 should contain Techno-Commercial Bid and duly signed blank price bid (without indicating the cost) and scanned copy of EMD. 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. This NIT shall form part of the Purchase Order.

2. NIT: NIT shall form part of the Purchase order.

3. Pre-Qualification Criteria (Technical):

Technical

1.The Bidder/OEM should have supplied the Carbon-di-oxide sensor for 6000m depth rating or above for any manned or unmanned submersibles during past five years . Documentary evidence should be provided for the same during bid submission.
2.If the Non-Local Supplier is bidding, the firm should provide the OEM Authorization Certificate and should meet the PQ (1) above.

INSTRUCTION TO BIDDERS

4. Security:

Any information / material / document uploaded along with this tender or after placement of Purchase Order should not be disclosed or copied without written permission from NIOT.

5. Contacting NIOT:

No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender for any 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 tenders.niot@gov.in

6. Default in Performance:

If any Vendor is not successfully discharging their order obligations against the order / order placed on them by NIOT within the agreed time limit, (OR) if there is any deficiency in performing such obligations, NIOT reserves the right to suspend such Vendor from their participation in future tenders of NIOT for a minimum period of one year. Even after revoking the suspension period the Vendor's performance still continues to be the same without any improvement, NIOT reserves its right to BAN such Vendor permanently from participation in all the tenders of NIOT and also the organization under MoES.

7. Order Acceptance:

The successful bidder should submit order acceptance within **7 days** from the date of Purchase Order failing which it shall be presumed that the vendor is not interested and the EMD submitted will be forfeited.

8. Change of Name after award:

Request / intimations with regard to change of name of the order or constitution of the Supplier after the tender opening or award of order shall not be allowed as a matter of right. The bidders / Suppliers 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 order after such changes and in case, NIOT decides to proceed with the order, it may require the bidder / Supplier to execute further agreements with regard to execution / implementation of the order.

9. One Bid per Bidder:

(i) A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, the same bidder cannot submit more than one bid, which will result in rejection of all the bids.
(ii) The OEM can authorize their agent to submit the bid on their behalf. But both the OEM & their agent cannot bid for the tender.

10. Tender opening:
All the tenderers can participate in the e-tender opening with proper authorization letter from the respective company.

11. Goods:
Goods should not be supplied without receipt of order from NIOT authorized official.

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

BIDDING CONDITION

13. Dead line for submission of bids: E-Bids must be submitted only at the CPP Portal specified in the invitation for bids cover page on or before the due date/extended due date thereof. All bidders are advised to take adequate care to plan for bid submission well ahead of closing date and time and avoid any last minute connectively problem in submission.

14. Due date Extension, Corrigendum to NIT: Any corrigendum including due date extension for NIT will be notified in CPP Portal and NIOT website. Hence bidders are requested to watch website for such due date extension and corrigendum if any.

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

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

17. Submission of E-tender by a tenderer implies that he has read this NIT and all other tender documents and has made himself aware of the scope and specifications of this tender.

18. Non-receipt of EMD: NIOT will not be responsible for the non-receipt of EMD or any documents to be submitted physically by the bidder well before the tender closing date and time or any last-minute issues in uploading process in the e tender portal.

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

20. Bid validity extension: In exceptional circumstances, prior to expiry of the original Bid validity period, NIOT may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required nor permitted to modify his bid, and will be required to extend the validity of his Bid Security correspondingly.

21. Conditional offers / quotations will not be accepted. Conditional offers are liable for rejection/treated as invalid tender

22. Signing of bids: Each page of the tender (NIT) and tender document shall be digitally signed by the bidder and upload in the CPP Portal. Unsigned bid is liable for rejection.

23. 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.

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

25. Award: NIOT shall place the Purchase order with the Successful bidder.

26. Commercial compliance As per NIT the commercial compliance should be uploaded along with the offer/ quotation.

27. Unrealistic bids The unrealistic bid 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.

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

29. <u>Broad configuration</u> The specification of the proposed purchase are given in NIT. Bidders are required to keep their proposal strictly as per the specification prescribed.

30. <u>EMD/Bid security:</u> 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. No exemption for EMD will be entertained. Bids without EMD will be summarily rejected.
The EMD /bid security shall be in the following forms
(i)Bank demand draft drawn in favour of "NIOT OTHER RECEIPT ACCOUNT" in INR or guarantee from commercial banks and the original should be submitted to NIOT before tender due date. By Demand Draft/Banker's Cheque drawn in favour of "NIOT –OTHER RECEIPT ACCOUNT", NIOT, Payable at Chennai (or)
(ii)Bank Guarantee as per prescribed format issued by an Indian Nationalized Bank or indicate in stamp paper of appropriate value and valid for 60 days beyond the validity of the bid (or)
(iii)Insurance Security Bond (or)
(iv)Fixed Deposit Receipt (or)
(v)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 and time of the tender.

30.1 Discharge of EMD:
The EMD of the unsuccessful bidders shall be returned without interest after award of purchase order to the successful bidder. The EMD/Bid Security of the successful bidder first stage (i.e.) Technical evaluation etc shall be returned within 30 days of declaration of result of first stage (i.e.) technical evaluation. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document and tender closing date/time. (CPP Portal permits all the bidders to modify/ withdraw their bid before bid closing date/time).
30.2 Adjustment of EMD:
EMD for a successful bidder shall be adjusted against performance security payable if EMD is submitted in the form of DD / refunded, if performance security is paid in full / performance security is submitted in the form of Bank Guarantee.

31. <u>Conditions for EMD / Bid Security</u>:
EMD may be forfeited:
(i) 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
(ii) In case of a successful bidder, fails to furnish order acceptance within 15 days of the order and / or fails to furnish Performance Security.

(iii)If it comes to notice that the information/documents furnished in its bid is false, misleading or forged.

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

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

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

35. Clarifications: Bidders requiring any clarification on the RFP/ NIT may send their query by email to tenders.niot@gov.in before the tender closing date. The Authority will post the reply to all such queries on the CPP Portal and NIOT Website as corrigendum. All bidders shall visit official CPP Portal before uploading of their bid to take note of the changes/corrigendum issued. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this RFP shall be construed as obliging the Authority to respond to any question or to provide any clarification.

36. SUBMISSION OF TECHNICAL DOCUMENT:

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

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

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.

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

COMMERCIAL TERMS AND CONDITIONS

37. Price:

The price shall include but not limited to

a) Costs of goods / services covered in this order.

b) Taxes and duties

c) Transportation and packing cost

d) Cost of handling, documentation, freight, insurance from Supplier's ware house up to NIOT warehouse,

e) Charges for all testing

f) Cost of unloading, Installation, testing, commissioning and handing over of goods, at NIOT's site as set-forth in the order.

g) Cost of Books, manuals, software as set-forth in the Order.

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

38. Taxes and duties:

The IGST will be applicable as per HSN code, for the quotes in INR

a) Customs Duty: As per Notification No.51/96-(Customs) dated 23.7.1996; read with amendment Notification No.42/2022-customs dated 13th July,2022 withdrawing IGST exemption applies to NIOT.NIOT is entitled for availing Concessional rate of Customs duty @24.49 %. Duty Exemption Certificate, wherever applicable, and as per rules will be issued upon receipt of order acceptance and specific request.

b) 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 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 order;

The timely delivery including supply and Commissioning, testing, supply in satisfactory condition is the critical requirement of the order. The entire scope of supply to be completed **within 18-20 Weeks** from the date of issue of purchase order.

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

40.1 Partial Delivery:
In the event of part supply, NIOT shall withheld the entire payment until the whole of the supply as per the contract is delivered.

41. Delay in Completion / Liquidated Damage (LD): If the Supplier shall fail to deliver the entire systems as per the tender specification within the time specified in the order, NIOT shall recover from the Supplier as liquidated damages a sum of 0.5% for each week of delay (or) part thereof. The total liquidated damages shall not exceed 10% (ten percent) of the PO value.

42. Force Majeure: For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of NIOT either in its sovereign or order capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
If a Force Majeure situation arises, the Supplier shall promptly notify NIOT in writing of such conditions and the cause thereof. Unless otherwise directed by NIOT in writing, the Supplier shall continue to perform its obligations under the order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

43. Performance Security: The successful bidders should deposit 5% of the Purchase Order value as Performance Security within two weeks from the date of issue of Purchase order. The performance security shall be in one of the following forms:
(1) Insurance Surety Bonds,
(2) Account Payee Demand Draft (drawn in favour of" The Director N.I.O.T", Chennai in INR or in equivalent foreign currency).
(3) Fixed Deposit Receipt from any Commercial Bank.
(4) Bank Guarantee from any of the Commercial Bank
(5) Online payment in an acceptable form.
This format can be downloaded from the link https://www.niot.res.in/index.php/vendor/login.

The validity of the performance security is for 60 days beyond the completion of all order obligations of the supplier. Performance security shall be forfeited in the event of breach of order by the supplier in terms of the 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 declaration submitted.

44.Performance Guarantee/ Warranty Bank Guarantee:

As per the GoI 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 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 as per Clause no. 45. The warranty Bank Guarantee will be discharged after completion of the warranty period.

45.Warranty:

The supplier warrants that the Goods supplied under this order 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 order. The supplier further warrants that all Goods supplied under this order shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by NIOT's Specifications) or from any act or omission of the supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

The item supplied should be free from manufacturing defects. The warranty shall remain valid for **12 months** after the supply and acceptance of the all items or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the order. The warranty certificate should be furnished in the prescribed format in your letterhead and can be downloaded from the website link **https://www.niot.res.in/index.php/vendor/login**. If the Vendors standard warranty is more than 12 months the same shall be extended to NIOT.NIOT shall promptly notify the supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the supplier shall, within three (3) months 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 supplier, having been notified, fails to remedy the defect(s) within the period specified, NIOT may proceed to take such remedial action as may be necessary, at the supplier 's risk and expense and without prejudice to any other rights which NIOT may have against the supplier under the order. Also, such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

46.Insurance: The Goods supplied under the order shall be fully insured against all risk 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 order price immediately without waiting for the insurance claim. The cost of insurance shall be in the scope of the bidder.

47. Risk Purchase: If the 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 before expiry of such period, NIOT is entitled to cancel the Purchase Order and source the remaining items/components from any parties the items/components which are not delivered, at the risk and cost of the defaulting Supplier. No payment shall be claimed for any part supplies made.

48. Adjudication, Mediation and Arbitration

All disputes relating to the contract, including adjudication, mediation and arbitration, shall be governed by the provisions contained in Chapter 10 (Disputes and Conflicts) of the Manual for Procurement of Consultancy & Other Services, 2025/ Chapter 9 (Disputes and Conflicts) of the Manual for Procurement of Goods, 2025 issued by the Department of Expenditure, Ministry of Finance, as amended from time to time, and by the subsequent guidelines on arbitration and mediation in domestic public procurement contracts issued by the Department of Expenditure.
Arbitration will be restricted to disputes with a value less than Rs. 10 crores. This is inclusive of both claims and counterclaims. Arbitration will not be a method of dispute resolution in all other cases.

Termination of Contract

In case the Contractor undergoes insolvency or receivership, neglects or defaults or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the NIOT's rights and benefits under the contract, it shall be treated as a breach of contract. Such defaults could include inter-alia:

1) Default in Performance and Obligations: if the Contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and evaluation criteria based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the NIOT. In the case of a Joint Venture/ Consortium, If the performance of any JV/C member is persistently un-satisfactory by the NIOT in respect of the responsibilities assigned to him as per the JV agreement, which is part of this Contract.

2) Insolvency: If the Contractor being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

3) Liquidation: if the Contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Contractor, giving two weeks' notice, reserving the right to invoke contractual remedies.
In the event of an unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per the sub-clause above, the NIOT, if so decided, shall
1) take one; or more of the following contractual remedies.
a) Recover liquidated damages and invoke a denial clause for delays.
b) In the case of JV/C, NIOT may call upon the Lead Member to assign the work of the defaulting member to any other equally competent party acceptable to the NIOT.
c) Temporarily withhold payments due to the Contractor till recoveries due to invocation of other contractual remedies are complete.
d) Call back any loaned property or payment advances with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate).
e) Encash and/ or Forfeit performance or other contractual securities.
f) Prefer claims against the insurance, if any.
g) Terminate the Contract for default, fully or partially, including its right for Risk and-Cost Procurement.
h) Initiate proceedings in a court of law for the transgression of a law, tort, and loss not addressable by the other remedies above.

2) By written Notice of Termination for Default sent to the Contractor, terminate the contract in whole or in part, without compensation to the Contractor. a) Such termination shall not prejudice or affect the rights and remedies, including under the sub-clause below, which have accrued and/ or may accrue to the NIOT after that. b) Unless otherwise instructed by the NIOT, the Contractor shall continue to perform the contract to the extent not terminated. c) All Defect Liability obligations, if any, shall survive despite the termination.

Risk and Cost Procurement: In addition to termination for default, the NIOT shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Contractor. Such Risk and Cost Procurement must be contracted within nine months from the breach of contract. The Contractor shall be liable for any loss which the NIOT may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the discretion of the NIOT. It shall not be necessary for the NIOT to notify the Contractor of such procurement. It shall, however, be at the discretion of the NIOT to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

Limitation of Liability Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the Contractor to the NIOT, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the NIOT concerning IPR infringement.

Notice for Determination of Contract
The NIOT reserves the right to terminate the contract, in whole or in part, for its (the NIOT's) convenience or frustration of Contract as per the sub-clause below, by serving written 'Notice for Determination of Contract' on the Contractor at any time during the currency of the contract.

The notice shall specify that the termination is for the NIOT's convenience or the contract's frustration. The notice shall also indicate inter-alia, the extent to which the Contractor's performance under the contract is terminated, and the date from which such termination shall become effective.

Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.

Unless otherwise instructed by the NIOT, the Contractor shall continue to perform the contract to the extent not terminated.

All Defect Liability obligations, if any, shall survive despite the termination.
The Services and incidental goods/ works that can be delivered or performed within thirty days after the Contractor's receipt of the notice of termination shall be accepted by the NIOT as per the contract terms.
For the remaining Services and incidental goods/ works, the NIOT may decide:
a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
b) To cancel the remaining portion of the Services and incidental goods/ works and compensate the Contractor by paying an agreed amount for the cost Procurement of Services incurred by the Contractor, if any, towards the remaining portion of the Services and incidental goods/ works.

Frustration of Contract
1)Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party, whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification.
2)The parties shall use reasonable efforts to agree to amend the contract as necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration, as in the sub-clause above.
3)However, the following shall not be considered as such a supervening cause
a)Lack of commercial feasibility or viability or profitability or availability of funds b) if caused by either party's breach of obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

Closure of Contract
Unless terminated earlier under clauses mentioned above, this Contract shall expire:
(i)At the end of such a period after the Effective Date as specified in the Contract.

(ii)Upon successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment termination and settlements after that, if any, as per clause mentioned above.

49.<u>Indemnities:</u>

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

a) Breach of this Agreement by the Supplier

b) 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

c) Violation or contravention of any Legislation on the part of the Supplier

d) Any negligence or willful misconduct of Supplier, which violates any provision of this Agreement

e) Infringement of any intellectual property belonging to any third party by the Supplier

f) Any breach of an agreement or misunderstanding between Supplier and any and all Third Parties due to which a liability arises on NIOT

g) Any claim that any representations or warranties contained herein are not true or any breach thereof

h) Any loss or damage caused by the Supplier to NIOT, its personnel or property

i) Any loss or damage caused by the Supplier to any and all Third Parties for which a claim against NIOT has arisen

j) Breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Supplier is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder.

k) Any obligation of the Supplier performed by NIOT under this Agreement or under any Legislation.

50.<u>Eligible Bidders</u>

50.1. This Invitation for Bids is open to all suppliers. However, only Class-I and Class-II local suppliers are eligible to participate in Domestic Tender.

50.2. 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.

50.3. 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.

50.4. Bidders who fulfil the Eligibility Criteria mentioned in NIT will be considered for Technical Evaluation of bids.

51. **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.

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

The purchaser requires that the bidders, suppliers and Suppliers observe the highest standard of ethics during the procurement and execution of such orders.

(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 order execution.

(b) Fraudulent practice

a misrepresentation or omission of facts in order to influence a procurement process or the execution of a 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 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 7

(f) Conflict of interest

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

52.2. 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 Order in question.

52.3. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form 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 orders, banning and blacklisting or action by Competition Commission of India, and so on.

53.Obligations for Proactive disclosures

b) The Purchaser as well as bidders, suppliers, Suppliers 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 Order. Failure to do so would amount to violation of this code of integrity.

c) 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

d) 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

54.Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or 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 Order or in executing a 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-order negotiations; and

iii. Rejection and exclusion of the bidder from the procurement process.

b) If a Order has already been awarded

i. Cancellation of the relevant 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.

55.Amendment to Bidding Documents

In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the CPP website eProcurement System Government of India of the purchaser.

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

56.1. 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.

56.2. 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 detailed description of the essential technical and performance characteristics of the goods;

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

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.

56.3. 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.

57. <u>Confidentiality</u>

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

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

58. <u>Bidder's right to question rejection</u>

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:

58.1 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.

58.2 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.

58.3 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.

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

58.5 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;

Issues related to ambiguity in Order terms may not be taken up after a Order has been signed, all such issues should be highlighted before consummation of the Order by the vendor/Supplier; and

Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

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

60.<u>Authorization:</u> The bidder is qualified only when he is the Indian original manufacturer or established dealer with original manufacturer's authorization letter to quote, sell and service the products offered along with agency agreement if any.

61.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, interalia, the time, cost and effort of the NIOT/Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the NIOT / Authority here under or otherwise.

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

3)An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if the applicant, its consortium member the "Member") or Associate (or any constituent thereof)and any other Applicant, its consortium member or Associate(or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five percent)of the subscribed and paid up equity share Capital thereof; provided further that this disqualification shall not apply to any owner ship 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 Clause13.1(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 approportionate 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 lessthan26%(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.

Terms and Conditions (Import)

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

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

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

65.<u>Import and Export Licenses</u>

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

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

66.<u>Currency of the bid</u>:

Currency once quoted will not be allowed to change.

67.<u>Price comparison</u>:

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

68.<u>Forex fluctuation</u>:

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

69.<u>Bank charges</u>:

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

70.<u>Dispatch of goods:</u>

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

71. **Third Party Inspection:**

The Third-Party Inspection (for pre-shipment) is mandatory only for OEM direct execution and payment negotiated through Letter of credit. The Third-Party Inspection shall be conducted by DNV/ SGS/Lloyds/TUV/ABS or any other IACS Agency. The inspection shall be either at airport point of loading or at the Suppliers factory before dispatch of cargo. Bidders are requested to mention the inspection charges explicitly in their quote. Third party inspection charges at actual will be reimbursed on submission of separate invoice for TPI charges (along with the inspection report and invoice issued by the third-party inspection agency) while furnishing the commercial invoice for supply. In the absence of separate invoice, tax deduction at source @10% of the quoted TPI charges will be deducted as per IT provision of Govt. of India.

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

72. **Payment:**

NO ADVANCE PAYMENT WILL BE MADE As per standard terms 90% of the item value plus F&I payment will be made through Irrevocable Letter of Credit/Wire Transfer within 30days after supply installation and commissioning and training at NIOT and acceptance of the item, Third Party Inspection report is mandatory, so bidders are requested to mention the rates for TPI charges in the BOQ. Balance 10% of the item value will be released through wire transfer after completion of the warranty period. If PBG is submitted well in advance then 100% payment will be released.

73. **Shipment:**

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

74. **Demurrage:**

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

75. **Customs Clearance:**

1. All Bills of Entry must be filed with customs prior to arrival of the vessel or aircraft latest by next day of arrival of the vessel or aircraft. Failing which penalty of Rs.5000/- (approx. $ 75) per day shall be levied by Indian customs for the delay of first three days.
2. Rs.10000/- (approx. $150) per day shall be levied for delay in filling bill of entry beyond three days of arrival of the vessel or aircraft

3. This has come into effect on 31.03.2017.
4. Customs duty on bill of entry to be paid on the same day failing which penal interest payable on customs duty.
5. Free customs clearance period is reduced to 2 days from 3. Hence, it is requested to note this change and ensure that all/ complete documents (1. Airway bill, 2. Invoice copy 3. Packing List 4. Insurance Copy) at least 02 working days prior on the date of arrival of the shipment at Chennai airport so that bill entries are filed by NIOT. If any delay is attributable to the shipper on the above, the penalty/penal interest will be adjusted in shipper's invoice from due payment.

76.Shipping Instructions:

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

Section-I-Techno-commercial Compliance Sheet

Sl. No	Particulars	Yes	No	Page Ref
1	Whether EMD for **INR 1,52,323/- (or) USD 1578.44** scanned and uploaded along with the technical document?			
2.	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated)			
3.	Whether EMD is enclosed along with the Technical bid?			
4.	Whether accepted to submit the order acceptance within Seven days from the date of order?			
5	Whether submission of Performance Security is acceptable?			
6	Whether submission of Performance Guarantee/Warranty Bank Guarantee is acceptable?			
7	Whether Quote is valid for **120 days** from the due date of tender or time specified in the tender document whichever is later?			
8	Whether **payment terms** of the tender is complied with?			
9	Whether price is DAP NIOT Chennai?			
10	a. Whether the **authorization letter** exclusively for this tender, from the original manufacturers enclosed? b. Pressure testing of the sensor with Inline cable assembly connectors to 728 bar has to be carried out as per DNV IACS and certificates to be submitted during item delivery?			
11	Whether **warranty period** and submission of warranty certificate in the prescribed format is acceptable?			
12	Whether the **delivery period** is acceptable as per NIT?			
13	Whether list of deliverables attached and comply as per tender?			
14	Whether liquidated damage clause is acceptable in case of delayed supply?			
15	Whether the tender is fully complying with tender specification/Adjustment if no, list out deviations very clearly along with the appropriate reason for the deviation?			
16	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
17	Whether copy of duly signed (all pages) tender document along with Annexures (1-5) is uploaded along with the quotation.			

Section II Technical Compliance sheet (to be filled by the bidder)

S.No.	Description	NIOT Requirement	YES/NO
1.	Type of Sensor	High precision optical analyzing NDIR system	
2.	Operating Depth	6000 m	
3.	Measuring Range	≤100 - 6000 μ atm	
4.	Response Time	≤ 60 sec	
5.	Accuracy	±0.5% of range	
6.	Resolution	≤1 μatm	
7.	Data sampling rate	User configurable	
8.	Data sampling Interval	User configurable	
9.	Measurement Depth Range	6000 m	
10.	Operating Pressure	728 bar	
11.	Operating Temperature	0 °C to 40°C	
12.	Operating Power	≤12 W	
13.	Power Supply	24 V DC	
14.	Housing	Titanium	
15.	Communication Interface	RS232/422/485 or Ethernet	
16.	Data Format	ASCII / NMEA	
17.	Weight of Sensor in Air	≤5 kg	
18.	Weight of Sensor in Water	≤ 2.5kg	
19.	Dimension (Ø * L)	≤ (100 x 500) mm	
20.	Connector at Carbon-di-oxide end(Item C shown Fig1)	728 bar pressure rated Titanium/ SS alloy Male bulk head connector (Make: Subconn)	
21.	Pump for supplying fresh water samples to the sensor	SBE-5T pump with flow head	
22.	Female Bulkhead connector for 1atm enclosure (Item A shown Fig1)	728 bar pressure rated Titanium alloy female bulk head connector with 1 m length pigtail cable suitable for 1atm pressure case with suitable locking sleeves to be provided. (Make: Subconn)	
23.	Inline cable assembly with male connector in one end and female connector in the other end (item B shown Fig1)	728 bar pressure rated Inline cable assembly of 10m length with male connector in one end and female connector in the other end and suitable locking sleeves in both ends shall be provided. (Make: Subconn Male connector in one end and Female connector on the other end)	
24.	Pressure rated dummies	728 bar pressure rated dummies for	

	for Bulkhead and sensor end	Bulkhead and sensor end shall be provided	
25.	Pressure test certificate and details	• Pressure test shall be conducted in presence of DNV surveyor for the Carbon-di-oxide sensor with cable assembly and bulk connectors as per DNV rule up to 728 bar ((Part4, chapter8, section3, 2.1.2- Hydraulic Pressure test in DNVGL-RU-UWT-Pt4Ch8) and DNV certificate shall be provided. • Pressure test and calibration certificates of the CO2 sensor shall be provided with details of calibration validity, facility, traceability, and reference standards (Masters) used.	

Date: Signature and seal of vendor

Place:

Section III Scope of supply

S.No.	Description of the item	Qty
1)	728 bar pressure rated CO2 sensor for Matsya 6000 as per the specification.	2
2)	728 bar pressure rated Titanium alloy suitable male/ female bulk head connectors, each with 1 m length pigtail cable suitable for 1 atm pressure case with suitable locking sleeves as per the specification.	3
3)	728 bar pressure rated inline cable assemblies, each 10m length with male/female connector in one end and male/female connector in the other end and suitable locking sleeves in both ends as per the specification.	3
4)	728 bar pressure rated suitable dummies for all connectors at sensor end as per the specification.	3
5)	728 bar pressure rated suitable dummies for all connectors at 1 atm pressure case end as per the specification.	3

Section IV Unpriced bid format

S.No.	Description of the item	Qty	HSN Code	Quoted Currency
1)	728 bar pressure rated CO_2 sensor for Matsya 6000 as per the specification.	2		
2)	728 bar pressure rated Titanium alloy suitable male/ female bulk head connectors, each with 1 m length pigtail cable suitable for 1 atm pressure case with suitable locking sleeves as per the specification.	3		
3)	728 bar pressure rated inline cable assemblies, each 10m length with male/female connector in one end and male/female connector in the other end and suitable locking sleeves in both ends as per the specification.	3		
4)	728 bar pressure rated suitable dummies for all connectors at sensor end as per the specification.	3		
5)	728 bar pressure rated suitable dummies for all connectors at 1 atm pressure case end as per the specification.	3		
6)	Freight and Insurance warehouse to warehouse	1		
7)	Third Party Inspection (Applicable only for LC payment)	1		
8)	GST @18% applicable only to Non-Local Suppliers	Value		

ANNEXURE-1

Bid Securing Declaration Form

Date:

E-Tender No:

E-Tender Title:

To,

NATIONAL INSTITUTE OF OCEAN TECHNOLOGY

VELACHERY TAMBARAM MAIN ROAD,

NARAYANAPURAM, CHENNAI 600 100

I/We. The undersigned, declare that:

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

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

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

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

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder: or (ii thirty days after the expiration of the validity of my/our Bid.

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 Bidder)

Dated on __________ day of _____________ (insert date of signing)

Corporate Seal (where appropriate)

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

ANNEXURE-2

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 Order.

We hereby extend our full guarantee and warranty in accordance with Clause 2.20 of the General Conditions of Order, 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- 3

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 Order:

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-4

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 Para 1.3.0 of ITB 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 5 Deepwater CO2 sensor for Matsya6000

Need:

CO_2 sensors are essential in deepwater ocean studies as they help monitor the ocean's role in the global carbon cycle and assess the impacts of climate change. By measuring dissolved carbon dioxide at various depths, scientists can track ocean acidification, detect natural CO_2 emissions from seafloor sources like methane hydrates, and evaluate the health of marine ecosystems. Overall, they provide critical data for understanding and protecting the ocean's chemical and ecological balance.

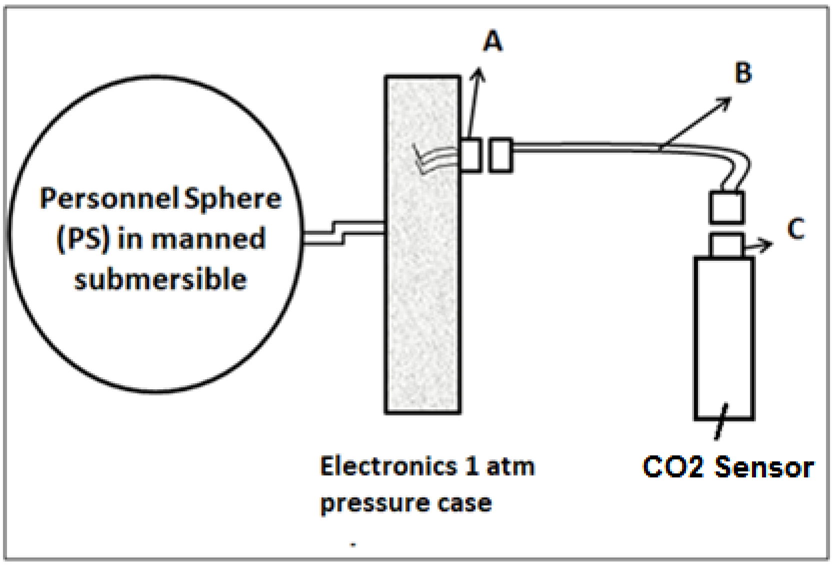

Fig 01: Block diagram of CO2 sensor interface with Matsya6000

Technical Specification:

S.No.	Description	NIOT Requirement
1.	Type of Sensor	High precision optical analyzing NDIR system
2.	Operating Depth	6000 m
3.	Measuring Range	≤100 - 6000 µatm
4.	Response Time	≤ 60 sec
5.	Accuracy	±0.5% of range
6.	Resolution	≤1 µatm
7.	Data sampling rate	User configurable
8.	Data sampling Interval	User configurable
9.	Measurement Depth Range	6000 m
10.	Operating Pressure	728 bar
11.	Operating Temperature	0 °C to 40°C
12.	Operating Power	≤12 W
13.	Power Supply	24 V DC
14.	Housing	Titanium
15.	Communication Interface	RS232/422/485 or Ethernet
16.	Data Format	ASCII / NMEA

17.	Weight of Sensor in Air	≤5 kg
18.	Weight of Sensor in Water	≤ 2.5kg
19.	Dimension (Ø * L)	≤(100 x 500) mm
20.	Connector at Carbon-di-oxide end (Item C shown Fig1)	728 bar pressure rated Titanium/ SS alloy Male bulk head connector (Make: Subconn)
21.	Pump for supplying fresh water samples to the sensor	SBE-5T pump with flow head
22.	Female Bulkhead connector for 1atm enclosure (Item A shown Fig1)	728 bar pressure rated Titanium alloy female bulk head connector with 1 m length pigtail cable suitable for 1atm pressure case with suitable locking sleeves to be provided. (Make: Subconn)
23.	Inline cable assembly with male connector in one end and female connector in the other end (item B shown Fig1)	728 bar pressure rated Inline cable assembly of 10m length with male connector in one end and female connector in the other end and suitable locking sleeves in both ends shall be provided. (Make: Subconn Male connector in one end and Female connector on the other end)
24.	Pressure rated dummies for Bulkhead and sensor end	728 bar pressure rated dummies for Bulkhead and sensor end shall be provided
25.	Pressure test certificate and details	• Pressure test shall be conducted in presence of DNV surveyor for the Carbon-di-oxide sensor with cable assembly and bulk connectors as per DNV rule up to 728 bar **((Part4, chapter8, section3, 2.1.2-Hydraulic Pressure test in DNVGL-RU-UWT-Pt4Ch8) and DNV certificate shall be provided.** • Pressure test and calibration certificates of the CO2 sensor shall be provided with details of calibration validity, facility, traceability, and reference standards (Masters) used.