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|  <b>राष्ट्रीयसमुद्रप्रौद्योगिकीसंस्थान</b><br><b>NATIONAL INSTITUTE OF</b><br><b>OCEAN TECHNOLOGY</b> | संविदा आमंत्रण सूचना(नि.आ.सू.)<br><b>NOTICE INVITING TENDER (NIT)</b>   |  |  |
|  | फार्म ख्या: NIOT/S&P/NIT<br>Form No. e-procurement schedule   |  |   |
| निविदा संख्या/ Tender No.  | NIOT/S&P/CEE/90071/2022-2023  |  |   |
| को जारी/ Tender Title  | <b>Supply of DWR Spares</b>   |  |   |
| निविदा प्रणाली/Tender Mode   | <b>Single Tender</b>  |  |   |
| निविदा जारी होने की तिथि/Tender Issue date   | <b>06.01.2023</b>   |  |   |
| निविदा बंद होने की तिथि व समय<br>Tender Closing Date and Time  | <b>27.01.2023 at 11.00 AM</b>   |  |   |
| निविदा खुलने की तिथि व समय<br>Tender Opening Date and Time   | <b>27.01.2023 at 11.30 AM</b>   |  |   |
| Submission of EMD/ ईएमडी जमा करना  | <b>Rs. 81710/- or EURO. 930/-</b><br>a) Scanned copy of the EMD to be uploaded in the Central Procurement portal<br>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.  |  |   |
| विनिदा प्रलेख उपलब्धता स्थान/ Tender Documents available place   | Tender documents can be downloaded from <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a> and our website <a href="http://www.niot.res.in">www.niot.res.in</a> till closing date and time of the Tender. The tender document fee is waived for downloading the Tender.   |  |   |
| Bidding Type & Tender submission/<br>बोली का प्रकार & निविदा जमा करना  | <b>SINGLE BID SYSTEM</b><br>Single Part Tender comprising of Technical Bid and Price Bid should be submitted electronically through e-Tender Portal <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a>  |  |   |
| ई-निविदा के लिये सहायता मैनुअल/ Help manual for e-tender   | Bidders may download the help documents and Bidders manual kit from <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a><br>For any technical queries related to operation of the Central Procurement Portal please mail to <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a><br>Helpdesk numbers are: Mobile Numbers- 91 8826246593 <b>Tel:</b> The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005.<br>For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority. |  |   |
| अपने प्रश्न ई मेल आईडी पर भेजें<br>Send your queries to the email IDs  | निविदा के अंतिम चरण तक/ Upto Tender finalization  | <a href="mailto:hvt@niot.res.in">hvt@niot.res.in</a> / <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a> / <a href="mailto:cphp-nic@nic.in">cphp-nic@nic.in</a> |   |

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

## **Bid Preparation and Tender Submission Procedure**

### **INSTRUCTION FOR BIDDERS**

Bidders may download the help documents and Bidders manual kit and FAQ from [www.eprocure.gov.in/app](http://www.eprocure.gov.in/app) . Toll free Helpdesk phone number 180030702232

- a)** For any technical queries related to operation of the Central Procurement Portal please mail to [cphp-nic@nic.in](mailto:cphp-nic@nic.in) OR please call 24 x 7 Toll Free No. **1800 3070 2232** and Mobile Numbers **91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874**.
- b)** In addition to the above numbers, the new helpdesk numbers are: Mobile Numbers- 91 8826246593 **Tel:** The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. Please mail to [support-eproc@nic.in](mailto:support-eproc@nic.in)
- c)** For any policy related matter / clarifications please contact [cphp-doe@nic.in](mailto:cphp-doe@nic.in) - managed by Dept of Expenditure, Min of Finance.
- d)** For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority (NIOT).
- e) The prospective Bidders should register themselves in the CPPP Portal and submit the Bids electronically through the CPPP portal. The paper based physical Tender submission is not permitted.**

## **INTRODUCTION**

National Institute of Ocean Technology (NIOT), an autonomous body under the Ministry of Earth Sciences is engaged in developing technology for utilizing ocean resources in an eco-friendly manner.

### **Notice Inviting Tender Document**

E-bids are invited on behalf of the National Institute of Ocean Technology for the **"Supply of DWR Spares"** as per the specification enclosed.

1. **Submission of bids:** Bidders are advised to submit their quotation in single part containing Technical, Commercial and price bid together should be submitted electronically through **eProcurement** Portal [www.eprocure.gov.in/app](http://www.eprocure.gov.in/app)
2. This NIT shall form part of the Purchase Order (PO).
3. Terms and conditions indicated in the NIT shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) as at Annexure-A wherever applicable.

### **INSTRUCTION TO BIDDERS:**

4. **Security:** Any information / material / document supplied along with this tender or after placement 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 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.
6. **Tender Opening:** All the tenderers can participate in the e-tender opening with proper authorization letter from the respective Company. However due to Covid the participation may be as per the NIOT norms.
7. **Goods & Software upgrade** shall not be done without an Official supply order. Goods should be supplied only after receipt of the PO from NIOT.
8. **PO Acceptance:** The successful bidder should accept the LOI within 7 days from the date of receipt of the PO.
9. **Change of Name after award:** Request / intimations with regard to change of name of the Contracting company or constitution of the contracting company or after the tender opening or award of contract shall not be allowed as a matter of right. The bidders / contractors are required to submit all relevant documents with regard to change of name or/and change of constitution and the circumstances leading to such change beforehand. It shall be the discretion of NIOT to proceed with the contract after such changes and in case, NIOT decides to proceed with the contract, it may require the bidder / contractor to execute further agreements with regard to execution / implementation of the contract.

### **BIDDING CONDITION**

10. **Deadline for Submission of Bids:** Bids must be received by NIOT at the e-procurement portal specified in the Invitation for Bids cover page on or before the due date/extended due date thereof.

11. **Due date Extension, Corrigendum to NIT:** Any corrigendum including due date extension for NIT, corrigendum if any will be notified in NIOT website. Hence bidders are requested to watch our website for such due date extension and corrigendum if any.
12. **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.
13. **Unsolicited correspondences:** NIOT will not entertain any unsolicited correspondence or queries on the status of offer against this tender.
14. **Non Receipt of Tender:** NIOT will not be responsible for the non receipt of the tender due to any network problem.
15. **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.
16. **EMD/Bid security:** The EMD/Bid security is mandatory as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. The EMD / Bid Security shall be in the form of a Bank demand draft drawn in favour of "**NIOT OTHER RECEIPT ACCOUNT**" in INR or in equivalent foreign currency or a guarantee from a public sector bank or foreign bank acceptable to NIOT.

The format of the guarantee shall be in accordance with the sample form of Bid Security available at NIOT website. The format can be downloaded from the website

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

- a) By Demand Draft/Banker's Cheque drawn in favour of "NIOT OTHER RECEIPT ACCOUNT", NIOT, payable at Chennai (or)
- b) 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)
- c) Insurance Security Bond. (or)
- d) Fixed Deposit Receipt. (or)
- e) Online payment in an acceptable form.

If the EMD (scanned copy of the 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.

17. **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 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 7 days of the order and / or fails to furnish Performance Security.

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

- 18. Bid Validity:** Bids shall remain valid and open for acceptance for a minimum period of **90 days** from the date of opening of Un-priced Techno-commercial Bids when fully compliant tender is submitted by the bidder without any requirement for NIOT to seek additional documents towards evaluation of pre-qualification and/or in ensuring conformance to the specification/ requirements of the tender. In the event of any delay in evaluation attributable to the vendor, vendor shall extend the tender by such a time taken by them in addition to above minimum tender validity period. A Bid valid for shorter validity period will be considered as a conditional tender and treated as invalid tender.
- 19. 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. When bid validity is extended EMD BG also deemed to have been extended automatically.
- 20. Signing of bids:** Each page of the tender and tender document shall be digitally signed and uploaded by the bidder in e-procurement Portal.
- 21. The broad configuration** / specification of the proposed purchase / work are given. Bidders are required to keep their proposal strictly as per the specification prescribed in this NIT.
- 22. 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.
- 23. Canvassing:** Exerting pressure and/or offering inducement in any form by the bidder or by any other person on behalf of the bidder shall disqualify the bid and lead to its rejection.
- 24. Commercial compliance** as per NIT commercial compliance shall be furnished along with the bid.
- 25. 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**

- 26. Currency of bids:**
  - a) **Firms outside India:** Quotations should be DAP NIOT, Chennai. (For other conditions please refer Additional Terms & Conditions for Import) with Insurance covered from shipper's warehouse to NIOT warehouse.
- 27. Guaranteed time of delivery – specific performance of contract:**

The time of delivery including testing and handing over in satisfactory condition is the essence of the contract and the item should be delivered within **14 weeks** from the date of receipt of P O . In the event of part supply, NIOT shall withhold the entire payment until the whole of the supply as per the order is delivered. In case if the delivery schedule indicated in the SCC is not stipulated as essential criteria, Contractor may indicate the period of delivery required for them.

**28. 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 Contractor shall within 3 days from the date of such occurrence, give notice to NIOT in writing of his claim for extension of delivery period. NIOT on receipt of such notice may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is agreed by NIOT in writing, contractor 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.

**29. Delay in Completion / Liquidated Damage (LD):** If the Contractor shall fail to deliver the systems / components within the time specified in the Contract, NIOT shall recover from the Contractor as liquidated damages a sum of 0.5% of the contract price of the undelivered systems /components for each calendar week of delay.

The total liquidated damages shall not exceed 5% (five percent) of the contract price of the unit or units 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 missing parts are delivered.

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

**31. Warranty:** The Contractor 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 (except when the design and/or material is required by NIOT's Specifications) 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.

The product supplied should be free from manufacturing defects and a minimum period of one year (**12 months**) warranty from the date of receipt and acceptance at NIOT. The warranty certificate should be furnished in the prescribed format available in the NIOT web site at the link <https://www.niot.res.in/index.php/vendor/login> in your letterhead. If the Vendors standard warranty is more than **12 months** the same shall be extended to NIOT. 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 the period specified in SCC 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.

**32. 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.

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

**34. 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 (Air worthy packing of internationally acceptable practices withstand transit and Transshipments by air / road / rail)
- d. Cost of handling, documentation, freight, insurance from contractor's ware house upto NIOT warehouse, installation and commissioning of the equipment when part of contractual obligation.
- e. Cost towards third party inspection at various stages as set forth in the contract.

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

**35. Performance Security:** The successful bidders shall deposit 3% of the order value as Performance Security within two weeks from the date of issue of order. The performance security shall be in one of the following forms:

1. By Demand Draft/Banker's Cheque drawn in favour of "Director, NIOT" payable at Chennai (or)
2. Bank Guarantee as per prescribed format issued by a nationalized bank and valid for 60 days beyond the scheduled delivery/completion period as per order. (or)
3. Insurance Security Bond. (or)
4. Fixed Deposit Receipt. (or)
5. Online payment in an acceptable form.

This format can be downloaded from the link <https://www.niot.res.in/index.php/vendor/login>. Performance security shall be forfeited in the event of breach of 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 order and EMD will be forfeited.

**36. Arbitration/Disputes**

In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication

through Arbitration by an Arbitrator to be appointed by the Director, NIOT. The Indian Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment 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 Arbitration shall make a 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.

**37. SUBMISSION OF TECHNICAL DOCUMENT**

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

1. The vendor is required to provide their comments item-by-item on the compliance sheet provided in the SCC. Where ever the specified parameter is required within 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.
2. In the case of test procedures mentioned in Annexure1 of SCC, if the vendor suggests some alternate test procedure to verify the same parameter, the detailed procedure has to be provided along with the quotation. NIOT reserves the right to accept/ reject such alternate procedure, if any.
3. Offer must contain all relevant technical details. Relevant drawings pertaining to the quoted design, duly signed by the authorized official should be sent along with the quotation. Where ever 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.

**38. 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.

**Terms and Conditions (Import)**

- 39. 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.
- 40. 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.
- 41. The import quotation** should be in DAP, NIOT, Chennai (DAP should be by Air Freight for light



weight / low volume / fragile cargos and Sea freight for heavy weight / large volume cargo). Insurance should be arranged from SHIPPERS WAREHOUSE TO CONSIGNEE'S WAREHOUSE up to installation and commissioning of the equipment from reputed Insurance companies only for DAP 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 @6% shall be loaded to arrive the landed cost at NIOT.

**42. Import and Export Licenses**

**42.1** If the ordered materials are covered under restricted category of EXIM policy in India the Vendor / Agent may intimate such information for obtaining necessary, license in India.

**42.2** 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 license will be granted in normal course

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

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

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

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

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

**48. 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.

- 49. Payment:** As per standard terms payment for import will be made through Wire Transfer / Irrevocable Letter of Credit within 30days to be opened through our Banker after supply, acceptance. If the mode of payment is through Irrevocable Letter of Credit, Third Party Inspection report is mandatory, so bidders are requested to mention the rates for TPI charges in the BOQ. NO ADVANCE PAYMENT WILL BE CONSIDERED.95% of the order value will be paid after supply and acceptance and balance (5%) will be paid after completion of the entire warranty period through wire transfer.
- 50. Shipment:** Generally, Part shipment and Transshipment are not permitted. If required for, the bidder has to indicate the reason. All risk insurance should be taken, covering the entire shipment up to supply and acceptance of the item within the quoted price. Please indicate the Port of Shipment along with the country of origin of the Supply.
- 51. Demurrage:** Demurrage Charges, if any, Payable on Account of Delay in Receipt of Advance Copies of Invoice / Shipment Documents will be debited to Your Account. In the absence of clear documentation, the cargo cannot be cleared and cargo will be kept uncleared and will lie at Bailee's premises at the risk and cost of contractor.
- 52. 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.
- 53. Termination:** NIOT retain the right to terminate the purchase order in case of violations of any of the terms of the purchase order by giving 15 days notice to the purchase order. Upon such termination, the purchase order shall not be entitled for any payment of consideration apart from NIOT's right to take any lawful action to protect public interest. The LOI/ Purchase order placed will be cancelled and the Performance security BG or any other Bank Guarantee amount will be forfeited.
- 54. INDEMNITIES:** The Purchase order hereby agrees to indemnify and hold harmless NIOT and its Director, officers and employees, from and against any and all suits, losses, liabilities, damages, claims, settlements, costs and expenses, including reasonable attorneys' fees, based on or arising, directly or indirectly, from:
- i. breach of this Agreement by the 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 understanding 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.

**55. 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 : Commercial Terms Compliance sheet (To be filled by bidder)**

| <b>S. No</b> | <b>Particulars</b>  | <b>Yes</b> | <b>No</b> | <b>Page Ref</b> |
|--------------|---|------------|-----------|-----------------|
| 1            | Whether EMD for <b>Rs. 81710/- or EURO 930/-</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 CPP portal along with the other documents.  |            |           |                 |
| 3            | Whether accepted to submit the order acceptance within 7 days from the date of receipt of the PO.   |            |           |                 |
| 4            | Whether submission of 3% of the PO as Performance Security is acceptable?   |            |           |                 |
| 5            | Whether Quote is valid for <b>90 days</b> from the date of tender opening or time specified in the tender document whichever is later?                                  |            |           |                 |
| 6            | Whether <b>payment terms</b> of the tender is complied with?  |            |           |                 |
| 7            | Whether INCOTERM DAP NIOT Chennai is complied with?   |            |           |                 |
| 8            | 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? |            |           |                 |
| 9            | Whether item-wise price is quoted as per price bid and quoted price is realistic?   |            |           |                 |
| 10           | Whether liquidated damage as specified in the NIT accepted unconditionally?   |            |           |                 |
| 11           | Whether the delivery period ( <b>14 weeks</b> ) is acceptable as per the tender.  |            |           |                 |
| 12           | Whether the warranty period is acceptable as per the tender.  |            |           |                 |
| 13           | Bidder is responsible for all performance benchmarks and the quote should contain an undertaking certifying the same.   |            |           |                 |
| 14           | If the Mode of payment is irrevocable Letter of Credit, TPI is mandatory which is acceptable and rate mentioned in BoQ?   |            |           |                 |
| 15           | Whether payment is Wire Transfer after supply and acceptance of the item or Irrevocable LC?   |            |           |                 |

**Section-II Technical Compliance sheet** (To be filled by bidder)

| <b>S. No</b> | <b>Specification</b>   | <b>Vendor (Yes/No)</b> |
|--------------|--|------------------------|
| 1.           | HF Antenna 1.95m with Flash Light  |                        |
| 2.           | ARGOS Antenna  |                        |
| 3.           | Receiver Antenna with OMNI DIRECTIONAL                                   |                        |
| 4.           | Battery Bank for Wave rider Buoy (RC27G, 1.5V,270Wh) Set of 65 Batteries |                        |
| 5.           | Rubber Cord 35mm/30m with Swivel   |                        |
| 6.           | Battery Inter Connection Wire (Green, Yellow, Red, Brown, Orange)        |                        |
| 7.           | Rings for Hatch cover for MK III(DWRG)buoy                               |                        |
| 8.           | Rings for HF.ARGOS, GPS Antenna  |                        |

**Section III : Price Bid Format**

| S. No | Item description   | Quantity | Unit price in Euro | Total price in Euro |
|-------|--|----------|--------------------|---------------------|
| 1.    | HF Antenna 1.95m with Flash Light  | 3 Nos    |                    |                     |
| 2.    | ARGOS Antenna  | 4 Nos    |                    |                     |
| 3.    | Receiver Antenna with OMNI DIRECTIONAL                                   | 2 Nos    |                    |                     |
| 4.    | Battery Bank for Wave rider Buoy (RC27G, 1.5V,270Wh) Set of 65 Batteries | 4 Sets   |                    |                     |
| 5.    | Rubber Cord 35mm/30m with Swivel   | 4 Nos    |                    |                     |
| 6.    | Battery Inter Connection Wire (Green, Yellow, Red, Brown, Orange)        | 4 sets   |                    |                     |
| 7.    | O Rings for Hatch cover for MK III(DWRG)buoy                             | 1 set    |                    |                     |
| 8.    | O Rings for HF.ARGOS, GPS Antenna  | 15 Nos   |                    |                     |
| 9.    | Air freight and Insurance to be covered from warehouse to warehouse      | 1        |                    |                     |
| 10.   | TPI Charges (Applicable for LC payment)                                  | 1        |                    |                     |
| 11.   | Packing and Forwarding charges (if any)                                  | 1        |                    |                     |
| 12.   | GST (Applicable only to Indian bidders)                                  | 1        |                    |                     |
|       | Total amount in Euro   |          |                    |                     |

## Annexure 1

### Spares of DWR Spares

#### a) Technical specification

| <b>S. No</b> | <b>Specification</b>   |
|--------------|--|
| 1.           | HF Antenna 1.95m with Flash Light  |
| 2.           | ARGOS Antenna  |
| 3.           | Receiver Antenna with OMNI DIRECTIONAL                                   |
| 4.           | Battery Bank for Wave rider Buoy (RC27G, 1.5V,270Wh) Set of 65 Batteries |
| 5.           | Rubber Cord 35mm/30m with Swivel   |
| 6.           | Battery Inter Connection Wire (Green, Yellow, Red, Brown, Orange)        |
| 7.           | Rings for Hatch cover for MK III(DWRG)buoy                               |
| 8.           | Rings for HF.ARGOS, GPS Antenna  |

#### b) Scope of supply

| <b>S. No</b> | <b>Item description</b>  | <b>Quantity</b> |
|--------------|--|-----------------|
| 1.           | HF Antenna 1.95m with Flash Light  | 3 Nos           |
| 2.           | ARGOS Antenna  | 4 Nos           |
| 3.           | Receiver Antenna with OMNI DIRECTIONAL                                   | 2 Nos           |
| 4.           | Battery Bank for Wave rider Buoy (RC27G, 1.5V,270Wh) Set of 65 Batteries | 4 Sets          |
| 5.           | Rubber Cord 35mm/30m with Swivel   | 4 Nos           |
| 6.           | Battery Inter Connection Wire (Green, Yellow, Red, Brown, Orange)        | 4 sets          |
| 7.           | O Rings for Hatch cover for MK III(DWRG)buoy                             | 1 set           |
| 8.           | O Rings for HF.ARGOS, GPS Antenna  | 15 Nos          |

**Annexure –II**

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 - 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**

### **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 – VI

### 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)