

 राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY		संविदा आमंत्रण सूचना(न.आ.सू.) NOTICE INVITING TENDER (NIT)- OTTB – Global Tender फ़ॉर्म संख्या: NIOT/S&P/NIT Form No. e-procurement schedule		
ननविदा संख्या/ Tender No.		NIOT/HVT/ 1363R /2024-2025		
कोजारी/ Tender Title		Procurement of Multi Plankton for Sagar Nidhi		
ननविदा प्रणाली/Tender Mode		OTTB (Open Tender Two Bid)- (Global Tender)		
ननविदा जारी करनेकी तारीख/ Tender Issue date		21.10.2025		
Pre Bid Meeting Date & Time		-		
ननविदा समापन नतिथि और समय/ Tender Closing Date and Time		20/11/2025 at 11.00 AM		
ननविदा खोलनेकी नतिथि और समय/ Tender Opening Date and Time		20/11/2025 at 11.30 AM		
Submission of EMD/ ईएमडी जमा करना		INR 2,40,000/ USD. 2,706 in the form of DemandDraft (DD) drawn in favour of ‘NIOT-OTHER RECEIPTS ACCOUNT’ (clause Ref 20 for details) or Bank Guarantee as per the available format. https://www.niot.res.in/index.php/vendor/login . a) Scanned copy towards EMD 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. The original EMD should reach NIOT well before the Closing date and time of the tender.		
ननविदा दस्तावेज उपलब्ध स्थान/ Tender Documents available place		Tender documents can be downloaded from CPP Portal eprocure@nic.in and NIOT website www.niot.res.in till closing date and time of the Tender.		
Bidding Type & Bid submission/ बोलीका प्रकार & ननविदा जमा करना		The tender is being Two Bid system, Techno- commercial Bid and BOQ (Price Bid) should be uploaded separately and electronically through CPP Portal The price/cost should not be revealed along with the technical bid. In case, the price/cost is revealed the bid is considered as invalid and summarily rejected.		
Help manual for e-tender		0120-4001002,0120-40001005,0120-6277787 support-eproc@nic.in		
अपने प्रश्न ईमेल आईडी पर भेजें Send your queries to the email IDs	ननविदाके अंन्तम चरण तक/Upto Tender finalization	hvt@niot.res.in		

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

Bid Preparation and Tender Submission Procedure

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

- a)** For any technical queries related to operation of the Central Procurement Portal please mail to 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
- c)** For any policy related matter / clarifications please contact 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) is the technical arm of the Ministry of Earth Sciences, Government of India and is involved in developing technology for utilizing ocean resources in an eco-friendly manner.

Notice Inviting Tender (NIT)

National institute of Ocean Technology invites E-bids for the **Procurement of Multi Plankton for Sagar Nidhi** as per specifications attached in at NIOT Chennai as per detail given below

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

Part-1 should contain Techno-Commercial Bid and duly signed blank price bid (without indicating the cost). All documents to be submitted for tender to be uploaded in the portal only. **The price/cost should not to be revealed in the technical bid, if the price/ cost is revealed, the tender will be treated as invalid.** The bids are to be submitted as per the bidding type indicated in the front page of the NIT.

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

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

3. Terms and conditions indicated in the NIT shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) indicated at Annexure –A wherever difference arises.

INSTRUCTION TO BIDDERS:

4. Pre-Qualification Criteria :

Technical : The bidder should have supplied Multi Plankton net to the ship/Research Institutes for the past 10 years relevant copy of PO shall be attached.

Financial: The minimum average annual financial turnover of “The Bidder” during the last three years, ending on 31st March 2024, should be at least 36 lakhs, ((a). audited balance sheet and (b). profit & loss account report) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India should be submitted.

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

6. Contacting NIOT: No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender for clarifications in writing. Any violation of this will render the quotation invalid and the firm is liable to be removed from our approved vendor list. However, if bidder requires any clarification on the bid, the query may be mailed to the mail ID **hvt@niot.res.in**

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

8. Default in Performance: If any bidder is not successfully discharging their contract obligations against the awarded contract on them by NIOT within the agreed time limit, (OR) if there is any deficiency in performing such obligations, NIOT reserves the right to suspend such bidder from their participation in future tenders of NIOT for a period of one year. Even after revoking the suspension period the bidder’s performance still continues to be the same without any improvement, NIOT reserves right to BAN such bidder permanently from participation in all the tenders of NIOT and organizations of MOES.

9. Goods : Goods should be supplied only after receipt of duly signed Contract from NIOT. (or) Service should commence only after receipt of Signed contract from NIOT.

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

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

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

require the contractor to execute further agreements with regard to execution/ implementation of the contract.

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

BIDDING CONDITION

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

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

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

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

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

19. 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.

20. EMD/Bid security: The EMD/Bid security (**INR 2,40,000/ USD. 2,706**) is mandatory as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. The EMD/Bid security is mandatory requirement as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. Bids without EMD will be summarily rejected.

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

- (1)** Insurance Surety Bonds,
- (2)** Account Payee Demand Draft (drawn in favour of " NIOT other Receipt Account", Chennai in INR or in equivalent foreign currency),
- (3)** Fixed Deposit Receipt,
- (4)** Banker's Cheque or Bank Guarantee from any of the Commercial Banks. (Bank Guarantee as per prescribed format available in the NIOT web site at the link <https://www.niot.res.in/index.php/vendor/login/> .

(5) Online payment in an acceptable form.

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

The Following categories of Sellers/bidder shall however, be exempted from furnishing Bid Security:

- i. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service (Primary Product/Service-in case of bunch bid with total value wise evaluation)and give specific confirmation to this effect at the time of bid submission and claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer. State Government Buyers may, however, choose to exempt only MSEs from the State of Bid Inviting Authority by specifying the same in ATC of the Bid. In case no such ATC is included, eligible MSEs of all states are exempted.
- ii. Start-ups as recognized by Department for Promotion of Industry and Internal Trade(DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report /confirmation (Seller to upload VA report/VAE confirmation to be validated by the Buyer)
- v. Sellers / Service Provider having annual turnover of ₹ 500 Crore or more, at least in one of the past three completed financial year(s)
- vi. Sellers/Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
- vii. Central / State PSUs.
- viii. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer such bidder shall have to upload scanned copy of relevant valid registration document in place of Bid Security document while bidding.

MSME Conditions:

(a) The MSE's bidder who claim EMD request should submit the relevant document towards investment on equipment and machinery.

(b) The MSE's bidder to note and ensure that nature of service and goods/items manufactured mentioned in MSE's certificate matches with the nature of the service and goods/item to be supplied as per tender.

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

The MSME is classified as mentioned below; (Ref Ministry of MSME Notification dated 26.06.2020)

(i) **Micro Enterprises:** Where the investment in plant and machinery or equipment does not exceed 2.5 Crore rupees and turnover does not exceed 10 Crore rupees,

(ii) **Small Enterprises:** Where the investment in plant and machinery or equipment does not exceed 25 Crore rupees and turnover does not exceed 100 Crore rupees,

(iii) **Medium Enterprises:** Where the investment in plant and machinery or equipment does not exceed 125 Crore rupees and turnover does not exceed 500 Crore rupees.

Non Local Supplier: The tender being a Global tender non local supplier can also participate in the global tender. In case the non local supplier is participating, they should declare themselves has non local supplier and to declare the local supplier as per norms.

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

a. If a bidder withdraws, modifies for provided unsolicited offer voluntarily revising the price in whatsoever aspect its bid during the period of bid validity specified by the bidder on the bid form or

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

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

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

23. Bid validity extension: While NIOT will finalize the tender within the bid validity sought as per this NIT, due to circumstances beyond the control of NIOT, prior to expiry of the original bid

validity period, **NIOT may request the bidder for a specified extension of the bid validity without modifying RFP or Price.** The request and the responses thereto shall be made in writing. A bidder agreeing to the request will extend the validity of his bid correspondingly. When bid validity is extended EMD BG also deemed to have been extended automatically for which necessary action would be taken by the bidder to submit the extended BG well before the expiry of the current validity of the BG.

24. Conditional offers: Conditional offer will not be accepted.

25. Imports: e-Quotes covering imports should be in foreign currency for the item to be imported and in INR for the local supply. Since the bidders are permitted to quote in any currency, the payment will be made in the same currency, NIOT shall not compensate for any foreign exchange fluctuations. Indian bidders cannot quote in foreign currency.

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

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

28. 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.

29. 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.

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

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

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

33. 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

34. Currency of Bids:

Firms outside India: Quotations should be CIP NIOT, Chennai. (For other conditions please refer Additional Terms & Conditions for Import) with Insurance covered from Shipper's warehouse to consignee warehouse.

35. Guaranteed time of delivery – specific performance of contract: The time of delivery is the essence of the contract and all the items as per the contract should be delivered as per the specification and scope of supply within a period of **18 weeks** from date of signing of the contract. In the event of part supply, NIOT will withhold the entire payment until all the items is delivered as per Contract.

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

37. Delay in Completion/Liquidated Damage (LD): If the Contractor shall fail to deliver the systems / components within the time specified in the Purchase Order/Contract, NIOT will recover from the Contractor/Supplier as liquidated damages a sum of **0.5%** of the Purchase Order/Contract value of the undelivered items/systems /components for each calendar week of delay. The total liquidated damages will not exceed **5%** (Five percent) of the Purchase Order/Contract value of the undelivered items/systems /components so delayed. Systems / components will be deemed to have been delivered only when all essential components parts are also delivered. If any essential components are not delivered in time, the entire system / components will be considered as delayed until such time the undelivered parts/components/systems are delivered.

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

39. Risk Purchase: If the Contractor/Supplier fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the Purchase Order/Contract before expiry of such period, NIOT is entitled to cancel the Purchase

Order/Contract and source the remaining items/components from any parties the items/components which are not delivered, at the risk and cost of the defaulting Contractor/Supplier. No payment shall be claimed for any part supplies made.

40. (a) Warranty:

The Contract warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the contractor that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. This warranty should be minimum for the period of **minimum 12 months** from the date of successful Installation, demonstration & Training.

The warranty certificate should be furnished in the prescribed format available on the NIOT website at the link <https://www.niot.res.in/index.php/vendor/login/> in the Contractor letterhead. If the Manufacturer **standard warranty is more than 12 Months** the same shall be extended to NIOT without any restriction whatsoever. NIOT shall promptly notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to NIOT other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex- works or ex-factory or ex-showroom to the final destination. If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, NIOT may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which NIOT may have against the Contractor under the Contract. Also, such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

(b) Defect Liability:

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

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

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

- a) Costs of goods/ services covered in this Contract.
- b) Taxes and duties
- c) Transportation and packing cost (Sea/Air worthy packing of internationally acceptable practices withstand transit and Transshipments by sea / air / road / rail)
- d) Cost of handling, documentation, freight, insurance from Contractor's warehouse up to NIOT warehouse, installation and commissioning of the equipment when part of Contractual obligation.
- e) Cost towards third party inspection as set forth in the Contract for LC mode of Payment. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods proposes to supply under the Contract strictly as per price bid format of tender.

43. Performance Security:

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

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

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

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

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

45. Payment: No Advance Payment will be Paid (a) 80% of the item cost plus 100% Freight & Insurance will be paid within 30 days after supply, receipt & acceptance of item at NIOT. (b) 10% of the item cost plus 100% installation and commissioning cost will be paid after successful completion of I&C and Training. (c) 10% payment will be retained towards warranty period released after completion of warranty period.

46. 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.

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

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

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

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

b. Offer must contain all relevant technical details. Relevant preliminary drawings (if any)

pertaining to the quoted designs, duly signed by the authorized official shall be sent along with the quotation. Wherever mentioned, documentary evidence has to be enclosed in the quotation. Any erasures / over writing shall be counter signed by the person who is signing the bid. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid sign them.

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

49. Agents/Agency Commission: The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the Contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event is liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above

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

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

- a) Details of all Agents will be disclosed at the time of submission of offers and within two weeks of engagement of an Agent at any subsequent stage of procurement.
- b) The Seller is required to disclose termination of the agreement with the Agent, within two weeks of the agreement having been terminated.
- c) NIOT/MoES reserves the right to inform the Seller at any stage that the Agent so engaged is not acceptable where upon it would be incumbent on the Seller either to interact with NIOT/MoES directly or engage another Agent. The decision of NIOT/MoES on rejection of the Agent shall be final and be effective immediately.
- d) All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the NIOT/MoES.
- e) The Agent will not be engaged to manipulate or in any way to recommend to any
- f) Functionaries of the Govt. of India, whether officially or unofficially, the award of the Contract to the Seller or to indulge in corrupt and unethical practices.
- g) The Contract with the Agent will not be a conditional Contract wherein payment made or penalty levied is based, directly or indirectly, on success or failure of the award of the Contract.
- h) On demand, the Seller shall provide necessary information/inspection of the relevant financial

documents/information, including a copy of the Contract(s) and details of payment terms between the Seller and the Agent engaged by him.

- i) If the equipment being offered by the Seller has been supplied /Contracted with any organization, public/private in India, the details of the same may be furnished in the technical as well as commercial offers. The Sellers are required to give a written undertaking that they have not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/Department of the Government of India and if the similar system has been supplied at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non-disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Seller to any other Ministry/Department of the Government of India at a lower price, then that vary price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the NIOT, if the Contract has already been concluded OR The Seller confirms and declares in the Techno-Commercial bid that they have engaged an agent, individual or firm, for promotion of their product.

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

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

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

51. Fundamental Principle of Public Buying:

- i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii) "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or An India (or other) agent of such an entity; or
 - e. A natural person who is a citizen of such a country; or

f. A consortium or joint venture where any member of the consortium or joint venture falls under any or the above.

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

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

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification

v). An agent is a person employed to do any act for another, or to represent another in dealings with third person

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

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

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

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

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

55. Amalgamation/Acquisition etc:

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

56. Confidentiality

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

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

57. 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.

58. 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.

59.1 Code of Integrity for Public Procurement

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

(a) Corrupt practice

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

(b) Fraudulent practice

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

(c) Collusive practice

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

(d) Coercive practice

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

(e) Anticompetitive practice

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

(f) Conflict of interest

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

(g) Obstructive practice

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

59.2. The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Purchase order in question.

59.3. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as per Annexure-II along with bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of purchase orders, banning and blacklisting or action by Competition Commission of India, and so on.

59.4. Obligations for Proactive disclosures

a) The Purchaser as well as bidders, suppliers, purchase orders and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of purchase order. Failure to do so would amount to violation of this code of integrity.

b) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being

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

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

59.5. Punitive Provisions

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

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

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

b) If a purchase order has already been awarded

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

c) Provisions in addition to above:

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

60. 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 portal through a corrigendum

61. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents:

61.1. 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.

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

- a) A detailed description of the essential technical and performance characteristics of the goods;

- b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Price-bid ; and
- c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

61.3. 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.

62. Contacting the Purchaser

- a)** No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- b)** Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or Contract award may result in rejection of the Bidder's bid.

Post qualification

- c)** In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in the SCC of the NIT.
- d)** The determination will take into account the Eligibility& Qualification criteria listed in the SCC of the NIT and it will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- e)** An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

63. Bidder's right to question rejection

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

- 63.1** 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.
- 63.2** 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.
- 63.3** 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.
- 63.4** In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in special conditions of Contract (SCC) within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.

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

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

64. 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

(i) An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if the applicant, its consortium member the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five percent) of the subscribed and paid up equity share Capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 13.1(c)(i), in direct shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing

the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of in direct shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

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

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

(iv) Such Applicant as the same legal representative for purposes of this Application as any other Applicant; or

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

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

(vii) A firm which has been engaged by the NIOT/Authority to provide goods or works or Services for a project, and its Associates, will be disqualified from providing consulting services for the same project, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.

65. Clarifications:

Applicants requiring any clarification on the RFP may send their query by email to hvt@niot.res.in before the tender closing date. The Authority will post the reply to all such queries on the NIC CPP Portal and NIOT Website. All bidders shall visit official NIC CPP portal before uploading of their bid to take note of the changes / corrigendum issued.

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

66. Termination of contract by NIOT:

(i) Termination of the contract due to breach of contract by the contractor

(ii) Termination of contract due to default,

(iii) Termination of the contract due to insolvency,

(iv) Termination of the contract for convenience.

If the termination of the contract happens due to the above factors, [(i), (ii) & (iv)] initially the written notice will be issued within 30 days to settle the issue on mutually agreed terms with mutual consent.

67. 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 misunderstanding between Purchase order and any and all Third Parties due to which a liability arises on NIOT.
- vii.** Any claim that any representations or warranties contained herein are not true or Any breach thereof
- viii.** Any loss or damage caused by the Purchase order to NIOT, its personnel or property
- ix.** Any loss or damage caused by the Purchase order to any and all Third Parties for which a claim against NIOT has arisen
- x.** Breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Purchase order is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder
- xi.** Any obligation of the Purchase order performed by NIOT under this Agreement or under any Legislation.

Terms and Conditions (Import)

68. 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.

69. 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.

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

71. Import and Export Licenses

71.1 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.

71.2 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.

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

73. 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.

74. 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.

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

76. Payment : No Advance Payment will be paid. All stage payments will be released thro' Wire Transfer as mentioned below : **(a)** 80% of the item cost plus 100% freight & insurance will be paid through Wire Transfer within 30 days after supply, receipt & acceptance of item at NIOT. **(b)** 10% of the item cost plus 100% installation and commissioning cost will be paid thro' Wire Transfer after successful completion of I&C and Training. **(c)** 10% payment will be retained towards warranty period released after completion of warranty period through Wire Transfer.

77. 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.

78. 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.

79. 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.

80. 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.

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

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

S. No	Particulars	Yes	No	Page Ref
1	Whether EMD for INR 2,40,000/ USD. 2,760 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 Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated and the copy of the certificates enclosed)			
4	Whether accepted to submit the LOI acceptance within 15 days from the date of receipt of the LOI?			
5	Whether submission of 5% of the contract value as Performance/warranty Security is acceptable?			
6	Whether submission of 10% of the supply value as Performance warranty Bank Guarantee is acceptable?			
7	Whether quote is valid for 120 days from the date of tender opening or time specified in the tender document whichever is later?			
8	Whether payment terms of the tender is complied with?			
9	Whether INCOTERM CIP NIOT Chennai is complied with?			
10	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?			
11	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
12	Whether liquidated damage as specified in the NIT accepted unconditionally?			
13	Whether the delivery period of 18 weeks is acceptable as per the tender.			
14	Whether the warranty period (minimum 12 Months) is acceptable as per the tender.			
15	Bidder is responsible for all performance benchmarks and the quote should contain an undertaking certifying the same.			
18	In case of Dual Bid whether unpriced/blank commercial bid (Part-B) is enclosed in part – A (Technical Bid)?			

Price bid format: Price Not to be revealed by the bidder

Ser. no.	Description of Item	Qty	Unit	Quoted Multi Currency	Rate per unit	Amount
1	Multi plankton net (MPN) as per the technical specification	1	Set			
2	Spare rechargeable battery pack	1	No			
3	Spare flow meters	2	No			
4	Spare net Bucket	8	No			
5	Spare net of mesh size 300 microns	8	No			
6	Installation & Commissioning & demonstration & training onboard ship at Chennai port	1	Lumpsum			
7	Freight & Insurance charges	1	Lumpsum			
8	GST (Applicable only to Indian Bidders)					
	Total amount for CIP, NIOT Chennai					
			(Total Value in words _____ only)			

Section II Technical Compliance Sheet (To be filled by the bidder)

SI.No	Description	Qty	Compliance (Yes/No)
1.	The Multi Plankton net (MPN) should be able operate and collect the required samples through the existing Side A-Frame, Winch with Umbilical cable and slip ring arrangement onboard Sagar Nidhi. Note: Technical details of existing umbilical cable are as follows, Double armored & single -conductor cable, : Diameter: 8.03 mm Breaking Strength: 49.8 kN Cable resistance: 9.5 Ohm/km Voltage rating 1800 V,, Length : 6500m Make: TE Connectivity's (TE) Rochester.		
2.	The MPN capacity should be around 0.25 m ² approx. with minimum of 4 net bags attached with Vertical Collection capability with operational depth 3000m		
3.	The mesh sizes is 300 microns for all 4 bags		
4.	The MPN should be capable to collect samples in both the modes – i.e online and offline .		
5.	The supplied MPN should have facility to actuation of net bags via. Umbilical Cable between the underwater unit and the deck unit.		
6.	By using armored cable, of measuring the depth sensor value and opening and closing the net can be possible in real-time from the vessel.		
7.	The equipment should have an integrated pressure sensor to monitor depth value and all relevant system data should be displayed on deck command unit / P.C Screen.		
8.	When using the standard cable, automatic operation of opening and closing at the targeting depth can be possible by using rechargeable battery pack and memory. (Off line Mode)		
9.	Suitable battery charger – 1no should be supplied for charging re-chargeable battery pack. Note: power available onboard ship is 220V , AC ,50 Hz.		
10	Suitable Software to be supplied for online & offline application.		
11.	Necessary interface cables & connectors, converters, which are required for the complete demonstration ,operation of the MPN to be supplied.		
12.	The MPN unit should have flow meter for the determination of the amount of water passing through net.		
13.	Plankton net details: i) Net opening ::50 cm x 50 cm = 0.25 m ² ii) Net bags: 4 pcs, length : 250 cm iii) mesh size 300 µm		

	iv) Dimension (Approx.) : length: 80 to 90 cm, width : 45 cm to 80 cm, height : 95 cm to 115 cm v) Plastic net buckets : 4 pcs vi) Weight on air approx. max 100 kg weight . vii) Material of frame : Stainless Steel / Alloy viii) Operational depth :Standard 3000m ix) Pressure sensor : Standard 3000.0 dbar		
14.	In addition 1 no of spare battery pack should be supplied along with the standard supply.		
15.	In addition Spare flow meters – 2nos to be supplied along with the standard supply		
16.	In addition Spare net Bucket-8nos to be supplied along with the standard supply		
17.	In addition Spare net - 8 nos to be supplied along with the standard supply		
18.	Installation, Demonstration, Training onboard Ship at Chennai port by OEM / OEM Authorised Engineer		
19.	Operation, maintenance & technical manual to be supplied .		

Special Condition of Contract (SCC)

Technical Specification for the Procurement of Multi Plankton Net (MPN) for Sagar Nidhi

The proposed Multi Plankton net (MPN) it should be able operate and collect the required samples through the existing Side A-Frame, Winch with Umbilical cable and slip ring arrangement.

SI.No	Description	Qty
1.	The MPN capacity should be around 0.25 m² approx. with minimum of 4 net bags attached with Vertical Collection capability. Operational depth 3000 m. The mesh sizes is 300 microns for all 4 bags. The MPN should be capable to collect samples in both the modes – i.e online and offline . <u>Online Mode:</u> The supplied MPN should have facility to actuation of net bags via. Umbilical Cable, (Technical details of existing winch cable onboard Sagar Nidhi: Type: double armored & single -conductor cable : Diameter: 8.03 mm Breaking Strength: 49.8 kN Cable resistance: 9.5 Ohm/km Voltage rating 1800 V,, Length : 6500m Make: TE Connectivity's (TE) Rochester) between the underwater unit and the deck unit. By using armored cable, the measuring the depth sensor value and opening and closing the net can be possible in real-time from the vessel. The equipment should have an integrated pressure sensor to monitor depth value and all relevant system data should be displayed on deck command unit / P.C Screen. <u>Off line Mode:</u> When using the standard cable, automatic operation of opening and closing at the targeting depth can be possible by using rechargeable battery pack and adequate memory capacity to store the data. Suitable Software to be supplied for online & offline application. Necessary interface cables & connectors, converters, which are required for the complete	1 Set

	operation of the MPN to be supplied. Suitable battery charger should be supplied. power available onboard ship is 220V , AC ,50 Hz. The underwater unit should have minimum 1 no of flow meter for the determination of the amount of water passing through net. Plankton net details: i) Net opening:50 cm x 50 cm = 0.25 m² ii) Net bags: 4 pcs, length : 250 cm iii) mesh size: 300 µm iv) Dimension (Approx.) : length: 80 to 90 cm, width : 45 cm to 80 cm, height : 95 cm to 115 cm v) Plastic net buckets : 4 pcs vi) Weight on air approx. max 100 kg weight . vii) Material of frame : Stainless Steel / Alloy viii) Operational depth :Standard 3000m ix) Pressure sensor : Standard 3000.0 dbar	
2.	In addition spare battery pack should be supplied along with the standard supply.	1no
3.	In addition Spare flow meters to be supplied along with the standard supply	2 nos
4.	In addition Spare net Bucket to be supplied along with the standard supply.	8 nos
5.	In addition Spare net to be supplied along with the standard supply	8 nos
6.	Installation, commissioning, demonstration and training onboard ship at Chennai port. The above job should be undertaken by OEM Engineer / OEM Authorised Engineer. Estimated no. of days is 3 days.	Lump-sum

Bid Securing Declaration Form

Date:

E-Tender No:

E-

Tende

r Title:

To,

NATIONAL INSTITUTE OF OCEAN TECHNOLOGY

VELACHERY TAMBARAM MAIN ROAD,

NARAYANAPURAM, CHENNAI 600 100

I/We. The undersigned, declare that:

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

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

- a) Have withdrawn/modified /amended impairs or derogates from the tender, my /our Bid during the period of bid validity specified in the form of Bid: or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with the Instructions to Bidders.

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

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

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

Dated on _____ day of _____ (insert date of signing) Corporate Seal (where appropriate)

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

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

ANNEXURE - III

MANUFACTURERS' AUTHORIZATION FORM

The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

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

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

To : [insert complete name and address of Purchaser]

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 40 of the NIT, General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

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

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

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

