
 <div>राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY</div>		<div>संविदा आमंत्रण सूचना(नन.आ.सू.) NOTICE INVITING TENDER (NIT)- OTTB – Global Tender</div> <div>फ़ॉर्म संख्या: NIOT/S&P/NIT Form No. e-procurement schedule</div>	
ननविदा संख्या/ Tender No.		NIOT/HVT/ 1415R /2025-2026	
कोजारी/ Tender Title		HIGH-PROFILE RANGE DOPPLER WIND LIDAR	
ननविदा प्रणाली/Tender Mode		OTTB (Open Tender Two Bid)- (Global Tender)	
ननविदा जारी करनेकी तारीख/ Tender Issue date		20.01.2026	
Pre Bid Meeting Date & Time		03.02.2026	
ननविदा समापन नतिथि और समय/ Tender Closing Date and Time		20/02/2026 at 11.00 AM	
ननविदा खोलनेकी नतिथि और समय/ Tender Opening Date and Time		20/02/2026 at 11.30 AM	
Submission of EMD/ ईएमडी जमा करना		INR 23,66,000.00 or USD. 26167 in the form of Demand Draft (DD) drawn in favour of ‘NIOT-OTHER RECEIPTS ACCOUNT’ (clause Ref 22 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 अंनतम चरणतक/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 “**High-profile range Doppler wind LiDAR**” 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.

4. Evaluation of Bids

- i. Evaluation based only on declared criteria

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document (NIT & SCC and Corrigendum)

ii. Infirmary/ Irregularity/ Non-Conformity/ Deviations - Substantive or Minor

1. An infirmity/ irregularity or non-conformity/ exception/ deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation: which affects in any substantive way the scope of work, quality, or performance of the service;

(i) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract.

2. The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive

3. The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Procuring Entity shall convey its observation as per sub-clause below, on such 'minor' issues to Bidder by registered/ speed post/ electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as non-responsive.

iii. Clarification of Bids and shortfall documents;

During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 7 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder. The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidders only once after the technical bid opening

iv. Contacting Procuring Entity during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document

v. Techno-commercial Evaluation

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to the eligibility/ qualification criteria, technical specifications, and commercial conditions of the offered service to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Procuring entity reserves

its right to consider and allow minor deviations in technical and Commercial Conditions

vi. Evaluation of Conformity to Commercial and Other Clauses

Bidder must comply with all the Commercial and other clauses of the Tender Document as per NIT, SCC. The Procuring Entity shall also evaluate the commercial conditions quoted by Bidder to confirm that all terms and conditions stipulated in the Tender Document have been accepted without substantive omissions/ reservations/ exception/ deviation by the Bidder. Performance Bond/ Security, Force Majeure, Taxes & Duties, payment, and Code of Integrity, etc.

vii. Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable bidders and a date/time and venue for the opening of their financial bids shall be declared on the Portal.

viii. Evaluation of Financial Bids and Ranking of Bids

Unless otherwise stipulated, evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder (L1)

- A) **Evaluation of Bidders:** The L1 bidder shall be evaluated based on the Total Cost (A+B) where A in Foreign Currency X conversion rate on the last deadline for submission of techno-commercial offer and B (Indian Currency only) quoted, which shall be considered in Indian Rupees (INR) only. In case of quotations in foreign currency, conversion rate shall be on the last deadline for submission of techno-commercial offer.

5. Pre-Qualification Criteria:

A) Technical:

- a) The bidder should have completed at least one project in the last five years (prior to publishing the NIT) in design, development, supply & installation of LiDAR systems.
- b) The documentary evidence such as purchase order or project completion or performance certificates from the end users should be provided.
- c) The bidder/OEM/partner should have operational centre in India .

The bidders who are not meeting the above criteria will be summarily rejected. (Ref Clause 4)

The bidder should have executed any of the below and also provided documentary proof.

- d) One similar type of order and completion certificate for a value of INR 11.17 Crores or equivalent currency OR
- e) Two similar type of orders and completion certificate for a value of INR 6.98 Crores or equivalent currency OR
- f) Three similar type of orders and completion certificate for a value of INR 5.58 Crores or equivalent currency.

B) Financial:

- a) The average annual financial turnover of “The bidder” during the last three years, ending on

31.03.2025 “The relevant Date”, should be at least 47.3 million as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant / Cost Accountant in India (or) above. The average turnover of the foreign bidder the average turnover will be considered for a year (Jan to Dec).

- b) The net worth of the Bidder firm (manufacture or principal authorized representative) should not be negative on “The Relevant Date” and also should not have eroded by more than 30% (thirty percent) in last three years, ending 31.03.2025. The net worthy certificate to be certified by a Chartered Accountant.
- c) The bidder should comply with all the above technical and financial criteria to qualify in the evaluation process.

INSTRUCTION TO BIDDERS

6. Pre bid Meeting: Pre bid meeting shall be held on 03.02.2026@11.00AM(IST) through video conference to clarify queries from all potential bidders. Potential bidders are advised to send their queries sufficiently in advance by email on or before 02.02.2026 to hvt@niot.res.in & procurehvt.niot@gov.in.

Corrigendum issued based on pre bid meeting clarification shall form part of the tender and the LOI/Contract will be issued to the successful bidder.

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

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

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

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

11. Goods: Goods should be supplied only after signing the contract by both the parties.

12. LOI Acceptance: The successful bidder should accept the LOI acceptance within 14 days from the date of receipt of **LOI**, failing which it shall be presumed that the successful bidder is not interested, and the EMD submitted will be forfeited or action will be initiated as per the Bid securing

Declaration.

13. Signing of the contract: The contract to be signed in INR 1000 non-judicial stamp paper within 15 days from the date of LOI acceptance. The contractor should submit power of Attorney and Board Resolution Copy for the official who will be authorized to sign the contract with NIOT other than the Director of the company. If the contract is signed by the Director of the firm, copy of the memorandum of Association (MOA) to be submitted.

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

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

BIDDING CONDITION

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

17. Due date Extension, Corrigendum to NIT: Any corrigendum including due date extension for NIT, Pre-bid minutes of meeting will be notified in CPP portal and NIOT website. Hence bidders are requested to watch NIOT website/ CPP portal for such due date extension and corrigendum, if any. Considering the importance of the project and the need to adhere to the stipulated timelines, the due date shall not be extended except for valid and justifiable reasons.

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

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

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

21. Submission of tender by a tenderer implies that he has read the Notice Inviting Tender and has made himself aware of the scope and specifications of the work to be done; conditions and rates at which stores, tools and plant etc. will be issued to him by NIOT; local conditions and other factors bearing on the execution of the works.

22. EMD/Bid security: The EMD/Bid security (**INR 23,66,000 or USD. 26167**) 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 claims EMD exemption as per their eligibility are requested to submit the Bid securing Declaration.
- (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 re-tailer / Traders claim EMD / Bid security exemption shall refer Ministry OM 5/2(2)/2021-E/P&G/Policy dt. 02.07.2021 & 5/2(1)2020/E-P&G/Policy dt. 01.12.2020.

The MSME is classified as mentioned below;(Ref Ministry of MSME Revised Classification applicable w.e.f 1st April 2025)

- (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 rupee,
- (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 rupee,
- (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 rupee

Start-up Enterprises:

1) Up to a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.

As defined by DPIIT, an entity shall be considered as a 'Start-up':

- 2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.
- 3) A Start-up so identified under the above definition shall be required to obtain and submit along with his

bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

Relaxation to Start-ups

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

Exemption from submission of Bid Security: Such Start-ups shall be exempted from payment of Earnest Money. (as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)

Relaxation in Prior Turnover and Experience: The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications.

EMD Exemption for MSEs and Registered Vendor

The EMD exemption shall be applicable for the following bidders

- i). MSEs registered with valid MSEs registration number
- ii). Registered vendor of NIOT for the similar tender category
- iii). Registered with the Central Procurement Organization or the concerned department for the similar tender category.

The bidder who is claiming EMD exemption shall be required only to submit a Bid Security declaration.

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 as non local supplier and to declare the local supplier as per norms.

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

- a. If a bidder withdraws, modifies or provides unsolicited offer voluntarily revising the price in whatsoever aspect its bid during the period of bid validity specified by the bidder on the bid form or
- b. In case of a successful bidder, fails to furnish order acceptance within 15 days of the purchase order and / or fails to furnish Performance Security.

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

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

25. Bid validity extension: While NIOT will finalize the tender within the bid validity sought as per this NIT, due to circumstances beyond the control of NIOT, prior to expiry of the original bid validity period, **NIOT may request the bidder for a specified extension of the bid validity without modifying RFP or Price.** The request and the responses thereto shall be made in writing. A bidder agreeing to the request will extend the validity of his bid correspondingly. When bid validity is extended EMD BG also deemed to have been extended automatically for which necessary action would be taken by the bidder to submit the extended BG well before the expiry of the current validity of the BG.

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

27. 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 multi 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.

28. 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.

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

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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

36. 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.

37. Guaranteed time of delivery – specific performance of contract: The system should be installed and commissioned at both sites (as per NIT) within **12 months** from the date of signing the contract. The bidder should conduct the FAT in the presence of NIOT officials and ensure compliance with all specified criteria prior to dispatching the system. NIOT officials shall have right to inspect the final product at OEM premises. If the product does not meet the tender specifications or fails to satisfy the required standards, the items will not be accepted for dispatch.

(a) **Delivery of goods:** The LiDAR system, along with its accessories, shall be transported by air freight up to Chennai Airport and subsequently to the installation sites via air or sea freight, depending on the size and nature of the components, comprehensive insurance coverage shall be provided until the installation is completed at both sites.

38. 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.

39. Delay in Completion/Liquidated Damage (LD): If the entire systems is not supplied/delivered within the time specified under the clause number 37, NIOT will recover liquidated damages a sum of **0.5%** of the Contract value for each calendar week of delay, and part thereof. The total liquidated damages will not exceed **10%** (Ten percent) Contract value.

40. Insurance: The Goods supplied under this tender 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 quoted price immediately without waiting for the insurance claim. The cost of insurance shall be in the scope of the bidder.

41. 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.

42. Risk and Insurance: The successful bidder shall take out and keep in force the following adequate insurance to cover all risks including but not limited to third party risk coverage and shall submit to NIOT copy of policy if required.

During the development of the system, testing, trials and all transportation including transit up-to receipt of the product / material at NIOT and acceptance after final phase of testing including during field operations. The successful bidder shall take out and keep in force, adequate insurance in respect of their own as well as hired equipments (to the extent of their insurable interest) tools, materials, marine spreads, vessels, barges, crafts ships and operational facilities used during the entire period of their engagement in connection with the contractor to the insurable value of such constructional plant, equipment and other things. NIOT shall have no liability whatsoever in this regard. NIOT shall not consider any claim whatsoever, hence Bidder/Contractor shall assess all possible risks and take adequate all risk insurance cover including transit insurance. General terms and conditions for tender submission & evaluation.

43. (a) Warranty:

A standard warranty period of 12 months from the date of installation, and successful commissioning, integration and testing of the LiDAR system at each site. 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 and Commissioning.

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:

The Defects Liability period (DLP), of 12 of months from the date of installation & commissioning, integration and testing of LiDAR System at each site 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.

44. 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

45. 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 NIT 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 the items strictly as per price bid format of tender/BOQ.
- f) Transport : The LiDAR system, along with its accessories, shall be transported by air freight up to Chennai Airport and after training at NIOT Campus at Chennai ,the LIDAR units should be subsequently shipped to the installation sites via air or sea freight, depending on the size and nature of the items/components. Comprehensive insurance coverage to be provided until the installation is completed at both sites.
- g) Evaluation of Bidders : The L1 bidder shall be evaluated based on the Total cost (A+B) where A in foreign currency X Conversion rate on the last deadline for submission of Techno Commercial offer and B (Indian Currency only) quoted, which shall be considered in Indian Rupees (INR) only. In case of quotations in foreign currency, conversion rate shall be on the last deadline for submission of techno commercial offer.

46. Performance Security:

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

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

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

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

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

48. 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.

49. Mediation/Arbitration/Disputes: In the event of any dispute any time during the entire duration of contract, both the parties shall try to resolve through mutual decision to resolve such disputes. In case of the same is not resolved, parties will submit for mediation to IEM under the integrity pact and as per extent instruction of Govt. of India for resolution. No party shall rush to any court of law without completion of mediation and arbitration as contemplated.

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

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

50. Integrity Pact: NIOT have to adopt an Integrity Pact (IP) to ensure transparency, equity and competitiveness in major public procurement activities. The integrity pact envisages an agreement between the successful bidders with NIOT committing the person/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. The bidders shall agree to enter into such an integrity pact with NIOT as per forms available in the website: www.niot.res.in (Format Attached)

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

61.1 Code of Integrity for Public Procurement

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

(a) Corrupt practice

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

(b) Fraudulent practice

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

(c) Collusive practice

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

(d) Coercive practice

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

(e) Anticompetitive practice

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

(f) Conflict of interest

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

(g) Obstructive practice

materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by

threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information

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

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

61.4. Obligations for Proactive disclosures

- a) The Purchaser as well as bidders, suppliers, purchase orders and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of purchase order. Failure to do so would amount to violation of this code of integrity.
- b) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.
- c) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

61.5. Punitive Provisions

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

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

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

b) If a purchase order has already been awarded

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

c) Provisions in addition to above:

- i. Removal from the list of registered suppliers and banning/debarment of the bidder from

participation in future procurements of the purchaser for a period not less than one year;

- ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

62. 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

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

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

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

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

a. 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.

64. 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.

65. Bidder's right to question rejection

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

65.1 Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation.

65.2 In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in prequalification bid.

65.3 In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

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

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

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

66. Conflict of Interest

(1) An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the NIOT/ Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the NIOT/Authority for, *inter alia*, the time, cost and effort of the NIOT/Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the NIOT / Authority here under or otherwise.

(2) The NIOT/Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the NIOT/Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current

obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NIOT / Authority

- (i) An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if the applicant, its consortium member the "Member") or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five percent) of the subscribed and paid up equity share Capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 13.1(c)(i), in direct shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of in direct shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) A constituent of such Applicant is also a constituent of another Applicant; or
- (iii) Such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (iv) Such Applicant as the same legal representative for purposes of this Application as any other Applicant; or
- (v) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (vi) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the NIOT/ Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (vii) A firm which has been engaged by the NIOT/Authority to provide goods or works or Services for a project, and its Associates, will be disqualified from providing consulting services for the same project, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.

67. 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.

68. 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. Else, the matter will be referred to the Mediators (IEMs) for their advise / settlement. If the settlement is not fruitful the parties can proceed for arbitration as per the clause 49. During this process the contract will be in live and continue to be live till the termination notice is issued. If the contract is terminated due to the any factors above, except (iii) depending on the merit of the case, the contractor shall be suitably compensated and mutual agreed terms for terminating the contract shall be arrived with the consent of IEMs.

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

- i. breach of this Agreement by the Purchase order
- ii. Not performing the Scope of Work or any other obligation under this Agreement or Tender in accordance with the provisions and schedules of this Agreement or the Tender
- iii. Violation or contravention of any Legislation on the part of the Purchase order
- iv. Any negligence or wilful misconduct of Purchase order, which violates any provision of this Agreement
- v. Infringement of any intellectual property belonging to any third party by the Purchase order
- vi. Any breach of an agreement or misunderstanding between Purchase order and any and all Third Parties due to which a liability arises on NIOT.
- vii. Any claim that any representations or warranties contained herein are not true or Any breach thereof
- viii. Any loss or damage caused by the Purchase order to NIOT, its personnel or property
- ix. Any loss or damage caused by the Purchase order to any and all Third Parties for which a claim against NIOT has arisen
- x. Breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Purchase order is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder
- xi. Any obligation of the Purchase order performed by NIOT under this Agreement or under any Legislation.

Terms and Conditions (Import)

70. 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.

71. 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.

72. The import quotation should be on CIP basis. 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.

73. Import and Export Licenses

73.1 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.

73.2 If the tender items is subject to Vendor/bidder 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.

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

75. Price comparison: As per the selling exchange rates established by SBI Prevailing on the last deadline for submission of techno-commercial bids shall be applicable for the purpose of conversion of foreign currency for price comparison.

76. 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.

77. Bank charges: All Bank charges inside India to NIOT account and all Bank charges outside India to bidder's account for imported items only.

78. Payment : (i) **Unit Wise Payment for imported items:** 90% of the item value through irrevocable Letter of Credit (LC) for imported item plus 100% of TPI and F&I charges will be

released upon successful completion of installation & commissioning of the system at each site. (**Site 1:** NIOT ACOSTI, Sri vijayapuram, Andaman & **Site 2:** Desalination Plant, Agati Island, Lakshadweep). The remaining 10% payment will be made after the completion of the standard warranty period.

(ii) 90% Plus applicable GST of the payment for Indian component will be paid after supply and installation of UPS with batteries and Generator for both sites and remaining 10% will be paid after completion of standard warranty through domestic letter of credit. If 10% equivalent value is submitted in the form of PBG the 100% payment will be released through domestic letter of credit. 100% value for the domestic item will be established by way of Domestic Letter of Credit. The payment will be in INR ONLY for domestic components.

(b) Comprehensive AMC : (i) The comprehensive AMC shall start after completion of the standard warranty (12 months after completion of successful installation). The comprehensive AMC is for a period of 4 years, the payment will be paid on pro-rata basis on half yearly basis through RTGS. The PM & BM (if any) report to be submitted along with half yearly comprehensive AMC bills Invoice.

79. 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.

80. 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.

81. 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.

82. 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.

83. 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.

84. Compliance Statement:

- (a) The supplier shall submit detailed para-wise compliance statement in tabular form giving full details of each parameter along with reasons for compliance/non-compliance, if any. The entries in the compliance statement table SHOULD BE PREPARED STRICTLY as per the flow of the tender document.
- (b) The supplier shall also submit the details of references, reports etc. for each compliance giving name of technical manual, chapter number, page number and para and shall provide a copy of referred documents along with the technical bid. Also all the claims with respect to any specification shall be strictly supported by DOCUMENT/REFERENCE/ANALYSIS along with bid document otherwise same may be treated as non-compliance.
- (c) Silence on any para or simply making only a statement 'complied' without proper justification or reference will be considered as non-compliance.
- (d) Compliance matrix should be filled in at all points of the tender document individually.
- (e) All pages should be signed.

85. Scope of the work

- a) The bidder shall supply, install and commission two wind LiDAR units in working condition each one at the below proposed sites:
Site 1: NIOT ACOSTI, Sri Vijayapuram, Andaman & Nicobar Islands; and
Site 2: Desalination Plant, Agatti Island, Lakshadweep.
The site locations are subject to change based on statutory approvals, suitability, and availability.
- b) The contractor is responsible to clearly stating the site requirements and preparedness like civil, electrical etc after receipt of LOI.
- c) Suitable Lightning Arresters for protecting the LiDAR shall be provided the successful bidder.
- d) **After successful completion of the Factory Acceptance Test (FAT) in the presence of NIOT officials at the OEM facility, all systems** shall be delivered to NIOT Chennai and thereafter shall be transported to the Andaman and Lakshadweep Islands for the installation and commissioning of the system.
- e) The successful bidder should provide a comprehensive three-day training program to NIOT personnel, covering system configuration, operation and data handling and processing, as well as system maintenance procedures at NIOT and training to NIOT personnel during installation at site.

- f) The successful bidder shall supply the LiDAR system along with all applicable technical, user and operation manuals including network connectivity and electrical layout drawings as per site condition etc.,
- g) The successful bidder has to provide necessary software for system configuration, real time processing & visualization and support future software upgrades, if any available from OEM with no additional cost implications throughout contract period. The software must deliver a complete end-to-end data product.
- h) Since the data is very important & critical, the successful bidder has to carryout periodic preventive maintenance of the LiDAR in both locations by the supplier once in six months and necessary report shall be submitted for payment process.
- i) In case if the LIDAR is non-functional during the warranty period, the supplier has to rectify the fault (through remote or in person) and make it operational within 15 days of the problem communicated by the user (NIOT).
- j) During CAMC period, the Overall uptime of the system shall be at least 90%. In the event of breakdown of high-range wind LiDAR system, including all associated components at site, the maximum allowable down time is 15 days. The system should be restored to full operational status within the indicated period (15 days). Failure to restore the system within stipulated timeframe will attract penalty charges 5% of Comprehensive Annual Maintenance Charges (CAMC) charges for that half year per day, up to maximum of 50% of the CAMC charges quoted under Sl. No 6 to 9 & 11 to 14 of price bid (whichever is applicable). If the failure duration extends beyond two months then the CAMC may be terminated and cost of its repair from alternate source will be recovered from the "successful bidder" and performance security may be forfeited. Maximum 5 days shutdown for annual maintenance shall not come under the clause. Wind LiDAR down time due to external factors and severe natural calamity beyond human control shall exempt the criteria.
- k) If any licenses or regulatory approvals are required for operating the Wind LiDAR system, the OEM/bidder must inform to NIOT in advance. The supplier must also provide all necessary supporting documentation to facilitate timely approvals and avoid project delays.

Terms & Conditions of Comprehensive Annual Maintenance Contract (CAMC) - High Profile range doppler wind LiDAR

- 1.The CAMC includes Control Center at NIOT, Chennai and wind LiDAR Site, Material & Services inclusive of all Computer, peripherals, LiDAR modules, spares, components, cables, connectors, UPS with batteries, Generator, etc.
2. The CAMC clause will be applicable for control center at NIOT, Chennai and individual LiDAR sites separately.
- 3.The CAMC will commence immediately after the expiry of the warranty period. The comprehensive service includes preventive and corrective maintenance and free replacement of all the defective parts/devices. The bidder should submit a detailed CAMC plan including preventive maintenance schedule.
- 4.The successful bidder shall supply the details of compliant call booking mechanism along with the contact numbers like mobile nos., phone nos., mail address and names etc of its service engineers.
- 5.The successful bidder engineers attending to the system are required to record all the observations and corrective measures taken by them with their signatures in the log book kept at the LiDAR site.
- 6.Overall uptime of the system shall be at least 90%. In the event of breakdown of high-range wind LiDAR system, including all associated components at site, the maximum allowable down time is 15 days. The system

should be restored to full operational status within the indicated period (15 days). Failure to restore the system within stipulated timeframe will attract penalty charges 5% of Comprehensive Annual Maintenance Charges (CAMC) charges for that half year per day, up to maximum of 50% of the CAMC charges quoted under Sl. No 6 to 9 & 11 to 14 of price bid (whichever is applicable). If the failure duration extends beyond two months then the contract may be terminated and cost of its repair from alternate source will be recovered from the "Contractor" and performance security may be forfeited. Maximum 5 days shutdown for annual maintenance shall not come under the clause. Wind LiDAR down time due to external factors and severe natural calamity beyond human control shall exempt the criteria.

7.Period of CAMC for wind LiDAR system will be started after expiry of one year standard warranty and the same will be informed by NIOT to the supplier in writing. NIOT reserves the right for awarding of CAMC after assessing of the services & its performance provided during the warranty period.

8.The mode of payment will be half yearly and it will be made after end of each half year on the basis of satisfactory performance certificate from user and on submission of half yearly preventive maintenance reports.

9.The successful bidder will assist NIOT for regular backups of all the software. The "Contractor" is also required to restore the existing Software from the Backups whenever required.

10.The successful bidder will also be responsible for configuring the networking components from site to Control centre at NIOT Chennai.

11.CAMC contract will be initially awarded for one year. The CAMC contract will be renewed every year based on the satisfactory performance for 3 more years. However, NIOT reserves the right to terminate the contract at any time by giving three months' notice, if the performance of the system or the services rendered by the supplier is not found satisfactory.

12.The successful bidder has to submit an undertaking that it will not use NIOT data for any commercial purpose.

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

S. No	Particulars	Yes	No	Page Ref
1	Whether EMD for INR 23,66,000.00 (or) USD. 26,167 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 LOI value as Performance Security is acceptable?			
6	Whether submission of 10% of the item 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 12 Months from the date of signing of the contract is acceptable as per the tender.			
14	Whether the warranty period (minimum 12 Months) is acceptable as per the tender.			
15	In case of Dual Bid whether unpriced/blank commercial bid (Part-B) is enclosed in part – A (Technical Bid)?			
16	Whether list of deliverables attached and comply as per tender?			
17	The price is not revealed anywhere in the technical bid.			
18	Whether the Integrity Pact is signed by the authority signatory and uploaded in the portal.			

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

Sl. no.	Description of Item	Qty	Unit	Quoted Multi Currency	Rate per unit	Amount
A. Imported Components with Multi-Currency (USD/EUR/GBP/JPY/INR)						
1	Long range wind LiDAR system with all necessary accessories (including data dissemination and processing system, software, cables & connectors, 3 days of user training etc.,)	02	Nos			
2	Charges towards assembly, integration, testing, installation & commissioning of LiDAR system at two island sites (Site 1: NIOT ACOSTI, Sri Vijayapuram, Andaman & Site 2: Desalination Plant, Agatti Island, Lakshadweep Islands).	02	Nos			
3	Freight upto Chennai Airport. (The insurance from Warehouse to Warehouse) for Sl.No.1	01	Lumpsum			
4	All risk insurance upto the site and valid till successful completion of the Installation/Commissioning.					
5	TPI	01	Lumpsum			

6	Comprehensive AMC for 1 st year for 2 nos of high range wind LiDAR system	01	Value			
7	Comprehensive AMC for 2 nd year for 2 nos of high range wind LiDAR system	01	Value			
8	Comprehensive AMC for 3 rd year for 2 nos of high range wind LiDAR system	01	Value			
9	Comprehensive AMC for 4 th year for 2 nos of high range wind LiDAR system	01	Value			
Total (A) of imported supply						
B. Domestic supply in INR Only						
10	Supply and installation of UPS with batteries for 3 hrs full load backup and Generator for 12 hrs continuous running for both sites ((Andaman and Lakshadweep Islands)	02	Value			
11	Comprehensive AMC for 1 st year for Preventive maintenance for every 6 months including LiDAR system, UPS with batteries and Generator for both sites	01	Value			
12	Comprehensive AMC for 2 nd year for Preventive maintenance for every 6 months including LiDAR system, UPS with batteries and Generator for both sites	01	Value			
13	Comprehensive AMC for 3 rd year for Preventive maintenance for every 6	01	Value			

	months including LiDAR system, UPS with batteries and Generator for both sites					
14	Comprehensive AMC for 4 th year for Preventive maintenance for every 6 months including LiDAR system, UPS with batteries and Generator for both sites	01	Value			
15	Freight upto NIOT, Chennai (Insurance from warehouse to warehouse) for Sl.no. 10	01	Lumpsum			
16	All risk insurance upto the site and valid till successful completion of the Installation/Commissioning					
17	GST (Applicable for Domestic supply)	01	Value			
	Total (B) of Domestic Supply in INR					

#Evaluation of Bidders: (i) The L1 bidder shall be evaluated based on the Total Cost (A+B) where A in Foreign Currency X conversion rate on the last deadline for submission of techno-commercial offer and B (Indian Currency only) quoted, which shall be considered in Indian Rupees (INR) only. In case of quotations in foreign currency, conversion rate shall be on the last deadline for submission of techno-commercial offer.

(ii) The all risk insurance will be reimbursed at actual but not exceeding the quoted value, against submission of Insurance policy/premium receipt.

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

Sl.No	Description	Technical Specifications	Compliance Yes/No
1.	Application	The high-range wind LiDAR system will be installed at Andaman & Lakshadweep Islands for broader atmospheric analysis, including aerosol profiling up to boundary layer and measurement of horizontal and vertical wind speed and direction at multiple altitudes. These accurate, high-resolution wind profile data will be particularly valuable during pre and post tropical cyclones associated with the Southwest and Northeast Monsoons.	
2.	LiDAR Type	Pulsed Laser Doppler technique or advanced technique if any.	
3.	Wind Data measurement Range	Up to 10 km	
4.	Blanking Range	0 to 150 m	
5.	Vertical resolution	configurable measurements height.	
6.	Laser Wavelength	1.5 μm to 2 μm	
7.	Pulse Repetition Frequency	7.5 kHz to 100 kHz	
8.	Scanning Capability	360° azimuth scanning with rotation time ≤ 10 seconds	
9.	Turbulence of wind speed range	Up to ± 35 m/s	
10.	Measurement Mode	Continuous or user-configurable via software	
11.	Wind Speed and Direction accuracy	Less than ± 0.5 m/s (speed) and $\pm 3^\circ$ (direction)	
12.	Data Storage	Internal 1 TB and provision for external transfer to PC/FTP/Cloud	

13.	Real time communication	Ethernet interface for cloud/FTP data sharing	
14.	Output of LiDAR data	Real time stamp, Horizontal and Vertical wind speed (U, V and W – vertical direction- positive upward) wind direction (0-360°), GPS coordinates (inbuilt), Turbulence Intensity	
15.	Software	Configuration and visualization (Raw & processed data)	
16.	Raw data file format	Raw (.VAD)/txt/Net CDF or any latest data format to suitable for models/scientific users.	
17.	Power requirement	Maximum of 24V DC, 900 W or 230V AC 50Hz @ +45°C operating condition	
18.	Energy Efficiency	Optimized for low power usage in offshore environments.	
19.	Weight	Less than 400 kg	
20.	Laser Safety	Class 1M; IEC 60825-1 compliant	
21.	Operating Temperature	+10 °C to +45 °C	
22.	Form Factor	Field-deployable, compact design, install at roof of building	
23.	Alerts to end user	Software/Email alerts for low storage, power failure, over-temperature, etc	
24.	Housing classification	IP 67 or IP 68 (Dustproof and water proof protection) – operating in marine environment	
25.	Materials	All the components and materials suitable for the marine environment and should have a corrosion resistance.	
26.	Factory Acceptance Test	NIOT officials shall have right to inspect the final product at OEM premises. If the product does not meet the tender specifications or fails to satisfy the required standards, the item shall be rejected.	
27.	Transport	The LiDAR system, along with its accessories, shall be transported by air	

		freight up to Chennai and subsequently to the installation sites via air or sea freight, depending on the size and nature of the components. Comprehensive insurance coverage shall be provided until the installation is completed at both sites.	
28.	Data dissemination (FTP/Cloud), store and data processing system with necessary operating software	Workstation-class computer for 24x7 continuous operation.	
29.	Cable and connectors	Necessary cables and connectors will be supplied for operational of LiDARs at site	
Power backup system			
30.	Generator	12 hrs continuous running with full load	
31.	UPS	Three hrs full load backup	

Technical Specification for High-Profile range Doppler wind LiDAR

I. Introduction:

The Ocean Observation Systems (OOS) group, formerly known as National Data Buoy Programme (NDBP) at National Institute of Ocean Technology (NIOT) was established in year 1997 by the Ministry of Earth Sciences (MoES) at NIOT, Chennai. The primary objective of the group is the sustained operation of a moored data buoy network in the Arabian Sea and Bay of Bengal, with the goal of collecting and disseminating real-time meteorological and oceanographic data to INCOIS, Hyderabad and made available in GTS also. This programme support weather forecasting, climate research and disaster management. These state-of-art moored buoys are equipped with a suite of sensors measuring atmospheric and oceanographic parameters such as air pressure, air temperature, relative humidity, solar radiation, precipitation, wind speed and direction, sea surface temperatures (SST), subsurface sea temperature profile up to 500m depth, wave height and ocean currents up to 100m depth. The data collected is transmitted in real-time through multiple communication systems, including INSAT, INMARSAT, and GPRS to shore station at NIOT, Chennai.

Under Mission Mausam scheme, OOS proposed long -range wind LiDAR system will be installed at both island sites (**Site 1: NIOT ACOSTI, Sri Vijayapuram, Andaman & Nicobar & Site 2: Desalination Plant, Agati Island, Lakshadweep**) for broader atmospheric analysis, including aerosol profiling up to boundary layer and measurement of horizontal and vertical wind speed and direction at multiple altitudes. These accurate, high-resolution wind profile data will be particularly valuable during pre and post tropical cyclones associated with the Southwest and Northeast Monsoons.

II. Technical Specifications

Sl.No	Description	Technical Specifications
1.	Application	The high-range wind LiDAR system will be installed at Andaman & Lakshadweep Islands for broader atmospheric analysis, including aerosol profiling up to boundary layer and measurement of horizontal and vertical wind speed and direction at multiple altitudes.

		These accurate, high-resolution wind profile data will be particularly valuable during pre and post tropical cyclones associated with the Southwest and Northeast Monsoons.
2.	LiDAR Type	Pulsed Laser Doppler technique or advanced technique if any.
3.	Wind Data measurement Range	Up to 10 km
4.	Blanking Range	0 to 150 m
5.	Vertical resolution	configurable measurements height.
6.	Laser Wavelength	1.5 μm to 2 μm
7.	Pulse Repetition Frequency	7.5 kHz to 100 kHz
8.	Scanning Capability	360° azimuth scanning with rotation time ≤ 10 seconds
9.	Turbulence of wind speed range	Up to ± 35 m/s
10.	Measurement Mode	Continuous or user-configurable via software
11.	Wind Speed and Direction accuracy	Less than ± 0.5 m/s (speed) and $\pm 3^\circ$ (direction)
12.	Data Storage	Internal 1 TB and provision for external transfer to PC/FTP/Cloud
13.	Real time communication	Ethernet interface for cloud/FTP data sharing
14.	Output of LiDAR data	Real time stamp, Horizontal and Vertical wind speed (U, V and W – vertical direction- positive upward) wind direction (0-360°), GPS coordinates (inbuilt), Turbulence Intensity
15.	Software	Configuration and visualization (Raw & processed data)
16.	Raw data file format	Raw (.VAD)/txt/NetCDF or any latest data format to suitable for models/scientific users.
17.	Power requirement	Maximum of 24V DC, 900 W or 230V AC 50Hz @ +45°C operating condition
18.	Energy Efficiency	Optimized for low power usage in offshore environments.
19.	Weight	Less than 400 kg

20.	Laser Safety	Class 1M; IEC 60825-1 compliant
21.	Operating Temperature	+10 °C to +45 °C
22.	Form Factor	Field-deployable, compact design, install at roof of building
23.	Alerts to end user	Software/Email alerts for low storage, power failure, over-temperature, etc
24.	Housing classification	IP 67 or IP 68 (Dustproof and water proof protection) – operating in marine environment
25.	Materials	All the components and materials suitable for the marine environment and should have a corrosion resistance.
26.	Factory Acceptance Test	NIOT officials shall have right to inspect the final product at OEM premises. If the product does not meet the tender specifications or fails to satisfy the required standards, the item shall be rejected.
27.	Transport	The LiDAR system, along with its accessories, shall be transported by air freight up to Chennai and subsequently to the installation sites via air or sea freight, depending on the size and nature of the components. Comprehensive insurance coverage shall be provided until the installation is completed at both sites.
28.	Data dissemination (FTP/Cloud), store and data processing system with necessary operating software	Workstation-class computer for 24x7 continuous operation.
29.	Cable and connectors	Necessary cables and connectors will be supplied for operational of LiDARs at site
30.	Generator	12 hrs continuous running with full load
31.	UPS	Three hrs full load backup

Bid Securing Declaration Form

Date:

E-Tender No:

E-Tender

Title: To,

NATIONAL INSTITUTE OF OCEAN TECHNOLOGY

VELACHERY TAMBARAM MAIN ROAD, NARAYANAPURAM,

CHENNAI 600 100

I/We. The undersigned, declare that:

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

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

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

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

In the capacity of (insert legal capacity of person signing the Bid Security

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

Declaration)

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

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

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

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

Annexure – III

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

BANK GUARANTEE FOR BID BOND

(To be stamped in accordance with the stamp Act)

Bank Guarantee No. _____

Date : _____

Valid up to : _____

Amount : _____

To

National Institute of Ocean Technology Velachery-Tambaram Road, Pallikaranai, Chennai 600 100

Dear Sir,

1. Whereas the NATIONAL INSTITUTE OF OCEAN TECHNOLOGY, an autonomous body of Ministry of Earth Sciences, Govt. of India having its office at Velachery-Tambaram Road, Pallikaranai – 600100, Chennai, India (herein after called "NIOT" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns) has floated a Tender No. _____ and M/s having _____ registered/ _____ head office at _____ (here in after called the 'bidder' which expression shall, unless repugnant to the context or meaning thereof mean and include all its successors, administrators executors and assigns) have submitted a quotation No. _____

_____ and bidder having agreed to furnish as a condition precedent for participation in Tender an unconditional and irrevocable bank guarantee of

_____ only (WORDS only) due
For the

performance of bidder's obligations as contained in the terms and conditions contained in the Tender Document supplied by NIOT especially the conditions that

- (a) bidder shall keep his Tender open for a period of days i.e. from ____ to ____ or any extension thereof and shall not withdraw or modify it in a manner not acceptable to NIOT, (b) the bidder will execute the contract, if awarded and shall furnish performance guarantee in the format prescribed by NIOT within the required time. The bidder has absolutely and unconditionally accepted these conditions.
2. NIOT and the bidder have agreed that the Notice Inviting Tender (NIT)/Tender Document (TD) is an offer made on the condition that the Tender, if submitted, would be kept open in its original form without variation or modification in a manner acceptable to NIOT for a period of days, i.e. from to or any extension thereof and that the making of the Tender itself shall be regarded as an unconditional and absolute acceptance of the conditions contained in NIT and the Tender Document. They have further agreed that the Agreement consisting of NIT/Tender Document as the Offer and the submission of the Tender as the Acceptance shall be separate Agreements distinct from the Contract which will come in to existence when the Tender is finally accepted by NIOT. The consideration for this separate initial Agreement preceding the main Agreement is that NIOT is not agreeable to sell the NIT/Tender Document to the bidders and to consider the Tender to be made

except on the condition that the Tender shall be kept open for the period indicated above and the bidder desires to make a Tender on this condition and after entering into this separate initial Agreement with NIOT, NIOT promises to consider the Tender on this condition and the bidder agrees to keep this Tender open for the required period. These reciprocal promises form the consideration for this separate initial Agreement between the parties.

3. Therefore, we(Bank)_____registered under the laws of_____having head/registered office at ____ (hereinafter referred as the "Bank" which expressions shall unless repugnant to the context or meaning thereof, include all its successors, administrators and executors) here by issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing in Rupees or in such convertible currency as acceptable to NIOT any and all monies to the extent of _____ only (WORDS _____ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and / or without any reference to the bidder and any such demand made by NIOT on the Bank shall be conclusive and binding not with standing any difference between NIOT and the bidder or any dispute pending before any court, arbitrator or any other authority and / or any other matter what so ever. We also agree that guarantee here in contained shall be irrevocable unless it is discharged earlier by NIOT in writing. This guarantee shall not be determined / discharged / affected by the liquidation, winding up, dissolution, on insolvency of the bidder and will remain valid, binding and operative against the Bank.
4. The Bank also undertakes that NIOT at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the bidder.
5. The Bank further agrees that as between the Bank and the NIOT for the purpose of this guarantee any notice for the breach of the conditions contained in NIT and other terms and conditions contained in the Tender Documents as referred above, given to the Bank by NIOT shall be conclusive and binding on bank without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of NIOT or that of the bidder. We also undertake not to revoke in any case this Guarantee during its currency.
6. The Bank agrees with NIOT that NIOT shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the Tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of NIOT or any indulgence shown by NIOT to the said bidder or by any such matter or thing what so ever which under the law relating to sureties would, but for this provision have the effect of so relieving us.
7. Notwithstanding anything contained herein above, our liability under this Guarantee is Limited to _____ only (WORDS _____ only) in aggregate and it shall remain in full force up to & including 60 days after _____ unless extended in writing by M/s. _____ on whose behalf this Guarantee has been given, in which case remain in full force up to and including 60 days after the extended period. Any claim under this Guarantee must be received by us before the expiry of 60 days from before the expiry of the 60 days from the extended period, if any, if no such claim has been received by us with in the 60 days after the said date / extended date, all rights of NIOT under this Guarantee will cease subject to para 8 below. However, if such a claim has been received by us with in & upto 60 days after the said date/extended date, all rights of NIOT under this Guarantee shall be

valid and shall not cease until we have satisfied that claim.

8. In case contract is awarded to the bidder (here in after referred to as "Consultant") the validity of this Bank Guarantee will stand automatically extended until the Contract or furnishes to NIOT a Bank Guarantee for only (WORDS only) towards performance guarantee for satisfactory performance of the Contract. In case of failure to furnish Performance Bank Guarantee in the format prescribed by NIOT by the required date, the claim must be submitted to us within 120 days after the last date of validity period or extended period, if any. If no such claim has been received by us within 120 days after the said date/extended date, rights of NIOT under this guarantee shall be valid and shall not cease until we have satisfied that claim.
9. The Bank confirms that this Guarantee has been issued with the approval of the appropriate Exchange Control Authorities in _____ (if required) and any other authority if required as per the laws of the country of issue of guarantee.
10. We also agree that this Guarantee shall be governed by and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts. The Bank also agrees that courts of the place from where Tenders have been invited shall have exclusive jurisdiction.

In witness where of the bank, through its authorized officer has put its hand and stamp on this day of _____ 20- _____ at.

WITNESS No.1

Name in full

(Signature with full name and Designation) Date (address)

WITNESS No.2

Name in full

(Signature with full name and Designation) Date (address)

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____, between on one hand, the President of India acting through The Director, NIOT, Ministry of Earth Science, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and represented by Shri_____(hereinafter called the BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the BUYER proposes a service for **"High-profile range doppler wind LiDAR "** and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudices dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantages from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS

All the officials of the BUYER will report to the appropriate Government office any attempted or completed

breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

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

The BIDDER will not offer directly or through intermediaries, any bribe, gift, consideration, reward favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the BUYER, or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

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

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

The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the defect stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The BIDDER, either while presenting the bid or during pre contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other Intermediaries in connection with the contract and the details of services agreed upon for such payments.

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass onto others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies ACT 1956.

The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government

Department in India that could justify BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

While submitting commercial bid, the BIDDER shall deposit an amount Rs.23,66,000/- as Earnest Money/Security Deposit, with the buyer as per the following instruments:

- i) A confirmed guarantee by an Indian Nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payments.

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

The Earnest Money/Security Deposit shall be valid for 60 days beyond the validity of the bid.

In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

Any breach of the aforesaid provisions by the BIDDER or any one employed by I to racting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while incase of a BIDDER from a country other than India with interest there on at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To en cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of Five years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond incase of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal

code, 1860 or Prevention of Corruption ACT, 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

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

Shri. Ajay Kumar Lal IRAS (Retd)

e-mail : ajay_k_lal@yahoo.com

Mobile:9560712003

Address:DDA,HIG,block3A/101AMotia Khan (near
Jhandewalan Temple) DBGuptaroad,
NewDelhi-110015

Shri.PavanKumarJainIDSE(Retd)

e-mail:mespkj@gmail.com

Mobile:9313498388

A-402,Shree Ganesh Apartments
PlotNo12B,Sector7 Dwaraka,
NewDelhi110075

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

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

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

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

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under

contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is these at of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

The validity of this Integrity pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this pact turn out to be invalid; the remainder of this act shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties here by sign this Integrity Pact at_NIOT Chennai on

THE DIRECTOR
National Institute of Ocean Technology

Witness

1. _____

2. _____

BIDDER

Witness

1. _____

2. _____