

# **Global Tender Specification for**

## **Supply of Launching and Recovery System for deep water Manned Submersible rated for 6000 m water depth**





**NATIONAL INSITUTE OF OCEAN TECHNOLOGY**

VELACHERY – TAMBARAM MAIN ROAD, NARAYANAPURAM

CHENNAI 600 100 (INDIA)

**November 6, 2023**

	NATIONAL INSTITUTE OF OCEAN TECHNOLOGY	<b>NOTICE INVITING TENDER (NIT)</b>	
		<b>Form No.</b> <b>NIOT/S&amp;P/NIT</b>	

### 1. E-Tender Schedule

ननविदासख्य्ा/ Tender No	<b>NIOT/SGH/ 1263/2023-24</b>
कोजारी/ Tender Title	<i>Supply of Launching and Recovery System for deep water Manned Submersible rated for 6000m water depth</i>
ननविदाप्रणाली/Mode of Tender	<i>Open Tender Two Bid (OTTB) – Global Tender.</i>
बयाना राशि जमा (ईएमडी)/Earnest Money Deposit (EMD)	<b>INR 7000000 OR USD 85360</b> a) <i>Scanned copy of the instrument of the EMD to be uploaded in CPP portal</i> b) <i>Original EMD shall be send through courier/speed post or dropped in the tender box in person well before the closing time and date of the tender.</i>
निविदा जारी करने की तिथि /Tender Issue date	<b>06.11.2023</b>
बोली-पूर्व बैठक की तारीख /Pre-Bid meeting date	<b>21.11.2023@15.00hrs</b>
निविदा समापन तिथि एवं समय/ Tender Closing Date and Time	<b>08.12.2023@11.00hrs</b>
निविदा खुलने की तिथि एवं समय /Tender Opening Date and Time	<b>08.12.2023@11.30hrs</b>
निविदा दस्तावेज उपलब्ध स्थान /Tender documents available place	Tender documents can be freely downloaded from <a href="mailto:eprocare@nic.in">eprocare@nic.in</a> website <a href="http://www.niot.res.in">www.niot.res.in</a> till closing date and time of the Tender.
बोली प्रकार एवं निविदा जमा करना /Bidding Type &Tender submission	Two Bid Tender comprising of Techno- commercial Bid and Price Bid (BOQ) should be submitted electronically through NIC portal <a href="mailto:eprocare@nic.in">eprocare@nic.in</a>
ई-टेंडर के लिए सहायता मैनुअल/ Help manuals for e-Tender	0120-4001002, 0120-40001005,0120-6277787 <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a>
Send your queries to the email Ids	Upto Tender finalisations <a href="mailto:hvt@niot.res.in">hvt@niot.res.in</a>

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

### **INSTRUCTION FOR BIDDERS**

The bidders are required to submit soft copies of their bid electronically on the CPP Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal. For more information bidders may visit the NIC CPP portal, [eprocure@nic.in](mailto:eprocure@nic.in)

#### **1. REGISTRATION PROCESS ON ONLINE PORTAL**

- a) Bidders to enroll on the e-Procurement module of the portal CPP Portal, [eprocure@nic.in](mailto:eprocure@nic.in) by clicking on the link "Bidder Enrolment".
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-Wizard Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

#### **2. TENDER DOCUMENTS SEARCH**

- a) Various built-in options are available in the CPP Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective "Interested tenders" folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### **3. BID PREPARATION**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.

- d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

#### **4. BID SUBMISSION**

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

#### **5. AMENDMENT OF BID DOCUMENT**

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

#### **6. ASSISTANCE TO BIDDERS**

- a) Any queries relating to the tender document and the terms and conditions contained therein should indicated in the tender be addressed to the Tender Inviting Authority for a tender or the relevant contact person.
7. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general, may be directed to the 24x7 0120-4001002, 0120-40001005, 0120-6277787 [support.eproc@nic.in](mailto:support.eproc@nic.in), The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
8. The bid should be submitted through CPP Portal [eprocure@nic.in](mailto:eprocure@nic.in) only

## 2. 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. Tender is invited to submit a proposal for the **Supply of Launching and Recovery System for deep water Manned Submersible rated for 6000m water depth**

### General Conditions of Contract (GCC)

National institute of Ocean Technology invites E-bids for the **Supply of Launching and Recovery System for deep water Manned Submersible rated for 6000m water depth** at NIOT Chennai as per details given below.

**2.1 Submission of bids:** Bidders are requested to submit their Bid/quotation in two parts containing Technical proposal and price bid (BOQ) as Part-2 should be submitted electronically through **CPP Portal [eprocure@nic.in](mailto: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 obtain DSC (Digital signature Certificate) from the authorized register with. The bid/quotation cannot be submitted without DSC. Please note that to participate in the tender, Digital Signature (DSC) has to be obtained. If you are a regular supplier of NIOT it is requested to register your company with CPP portal and to procure the DSC if not owned already.

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 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 NIT.

**Part-2** should contain only the price bid (BOQ) 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.

**2.2** This NIT shall form part of the LOI / Contract.

**2.3** Terms and conditions indicated in the NIT shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) as at Annexure wherever applicable.

**2.4 Pre-Bid meeting:** Pre-bid meeting shall be held **on 21.11.2023 at 3.00 PM (IST)** through video conference to clarify queries from all potential bidders. All the Potential bidders are advised to send their queries sufficiently in advance by email to [hvt@niot.res.in](mailto:hvt@niot.res.in). The meeting link will be uploaded as a corrigendum. A Corrigendum will be issued based on pre-bid meeting clarifications and shall form part of the NIT.

### **3 PRE-QUALIFICATION**

#### **3.1 Technical Criteria**

- a) Proven experience in class approved design, development and supply of launching and retrieval system for submersibles / diving system / 'systems meant for lifting of personnel' with capacity not less than 50T SWL. Documentary evidence to be submitted.
- b) The LARS designed and developed by the bidder should be in operation successfully for a minimum period of 5 years. Documentary evidence needs to be produced from the user.
- c) Bidder organisation should have internationally reputed quality standards / certification like ISO certification or equivalent.

#### **3.2 Financial Criteria**

- (a) The average annual financial turnover of 'The bidder' during the last three financial year and the year ending is 31.03.2022 should be at least **INR 10.5 crore or 105.00 Million INR**, (or equivalent in foreign currency at exchange rate on the relevant date) for the purpose of assessing the financial strength, the financial strength of all the consortium partners( if the bid is submitted by a consortium ) shall be added together to evaluate for meeting the criteria as above. The documents should, duly be authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries should be submitted.
- (b) The net worth of the Bidder (manufacture or principal authorized representative) should not be negative and not eroded more than 30% during recent three financial years ending 31.03.2022, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

#### **Note:**

"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any eligible person or firm or company, including a consortium (that is an association of several persons, or firms or companies). In case of consortium, lead partner should meet the pre-qualification criteria and roles and responsibilities of consortium partners to be clearly indicated in the consortium agreement.

#### **4.INSTRUCTION TO BIDDERS:**

**4.1 Security:** Any information / material / document supplied along with this tender or after placement LOI should not be disclosed or copied without written permission from NIOT.

**4.2 Contacting NIOT:** No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender or 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 vendor requires any clarification on the bid, the query may be mailed to [hvt@niot.res.in](mailto:hvt@niot.res.in) before 72hrs of the pre-bid meeting.

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

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

**5.Goods:** Goods should be supplied only on receipt of the LOI/signed contract from NIOT

**6. LOI Acceptance:** The successful bidder should submit LOI acceptance within 15 days from the date of LOI, failing which it shall be presumed that the bidder is not interested and his bid security /EMD shall be forfeited.

**7. Signing of Contract:** On successful evaluation and declaration of the Successful bidder, initially a Letter of Intent will be issued by NIOT. The successful bidder should submit his acceptance of LOI within 15days along with the deliverables as sought in the LOI and copy of power of attorney along with the Board resolution copy authorizing the signatory to sign the contract with NIOT. If the Director of the company is signing the contract the copy of the MOA to be submitted, upon receipt of acceptance of LOI and other relevant documents mentioned above, a contract shall be signed between NIOT and the successful bidder.

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

**9.One Bid per Bidder:** A firm shall submit only one bid either individually or as a consortium / joint venture. A firm that submits either individually or, as a member of a consortium/joint venture, more than one bid will result in rejection of all the bids.

#### **BIDDING CONDITION**

**10.Dead line for Submission of Bids:** e-Bids must be submitted only at the NIC CPP portal specified in the Invitation for Bids cover page on or before the due date/extended due date thereof. All bidders are advised to take adequate care to plan for bid submission in NIC CPP well ahead of closing date and time and avoid any last minute submission.

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

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

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

**14. Non-Receipt of Tender:** NIOT will not be responsible for the non-submission/receipt of the tender due to any network problem or technical issues with bidder.

**15. Submission of tender by a tenderer** implies that he has read the Notice Inviting Tender and has made himself aware of the scope and specifications of the services/work to be done;; local conditions and other factors bearing on the execution of the works.

**16. 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, vendor shall extend the tender by such a time taken by them in addition to above minimum tender validity period. A Bid valid for shorter validity period will be considered as a conditional tender and treated as invalid tender.

**17. 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 and Bid Security (EMD) 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.

**18. EMD / Bid security:** The bidder should enclose the EMD /Bid security of INR 70 lakhs or USD 85360) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Bank Guarantee, Insurance surety bond from any of the Commercial Banks in India or their branches in foreign countries drawn in favour of the Director NIOT.

The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD / Bid Security of the successful bidder first stage (ie) Technical evaluation etc shall be returned within 30 days of declaration of result of first stage (ie) technical evaluation. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document and tender closing date/time. (CPP portal permits all the bidder to modify/ withdraw their bid before bid closing date/time).

**MSME:** "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are exempt from



submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule (170 of GFR are however required to submit a signed Bid securing declaration (format to be enclosed) along with the relevant and valid exemption certificate issue by the appropriate authorities. Accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of one year from being eligible to submit Bids for tenders with NIOT and all the departments under MoEs. Bid declaration format to be attached. The MSME is classified as mentioned below; (Ref Ministry of MSME Notification dated 26.06.2020)

**(i) Micro Enterprises:** Where the investment in plant and machinery or equipment does not exceed 1 crore rupees and turnover does not exceed 5 crore rupees,

**(ii) Small Enterprises:** Where the investment in plant and machinery or equipment does not exceed 10 crore rupees and turnover does not exceed 50 crore rupee,

**(iii) Medium Enterprises:** Where the investment in plant and machinery or equipment does not exceed 50 crore rupees and turnover does not exceed 250 crore rupee

Retail & Whole sale Traders: Any bidder who are retailer / Traders claim EMD / Bid security exemption shall refer Ministry OM 5/2(2)/2021-E/P&G/Policy dt 02.07.2021 & 5/2(1)2020/E-P&G/Policy dtd 01.12.2020. The bidder whoever claim EMD/Bid Security exemption through MSME certificate should classify themselves as above and need to provide details.

**Conditions for EMD / Bid Security:** EMD shall be returned / discharged to unsuccessful bidders within 30 days after finalization of the technically qualified bidders on technical bid evaluation.

**EMD may be forfeited:**

(a) If a bidder withdraws, modifies for provided unsolicited off involuntarily revising the price in what so ever 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 15days of the order and/or fails to furnish Performance Security.

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

**19. Conditional offers: Conditional offers** will not be accepted.

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

**21. Acceptance of bids:** NIOT may accept or reject any / all tenders including the lowest tender without assigning any reasons whatsoever.

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

**23. Canvassing:** Exerting pressure and/or offering in documenting any form by the

bidder or by any other person on behalf of the bidder shall disqualify the bid and lead to its rejection.

**24. 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.

**25. Award:** NIOT shall place the Letter of Intent with the Successful bidder.

**26. 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.

### **Terms and Condition Governing the Contract**

#### **27. Currency of bids:**

**Firms outside India:** Quotations should be delivery at place DAP, Chennai. (For other conditions please refer Additional Terms & Conditions for Import) with Insurance covered from shipper's warehouse to consignee warehouse.

**28. 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.

Cost towards third party inspection as set forth in the Contract for LC mode of Payment. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods proposes to supply under the Contract strictly as per price bid format of tender.

#### **29. Taxes and duties:**

GST will be paid as per the applicable HSN Code at applicable rate for the quote received in INR. Any revision in the rate by Government of India the same shall be applicable at the time of Invoicing. The quote submitted by the foreign bidder their quote should include all taxes applicable in their country.

**Customs Duty:** Customs duty will be paid by NIOT as per notification number:.51/96 (customs) dated 23.7.1996; NIOT will pay customs duty @ 24.49% (presently) which include IGST @18% Customs clearance will be done by NIOT. The quote submitted by the foreign bidder their quote should include all duties applicable in their country.

#### **30. Deductibles:**

a) Deduction of Indian Income Tax Deduction at Source for the Indian bidders: TDS will be deducted as applicable for service portion. Valid Permanent Account Number (PAN) is mandatory.

b) Deduction of GST TDS for the Indian bidders:

GST-TDS is deductible on supply of goods or services in respect of Intra - State supplies at the rate of 2% (CGST -1% and SGST – 1%) and also in the case of Inter-State supplies at the rate of 2% (IGST) from the payment made or credited to the supplier of taxable goods or services or both when the contract value is above Rs.2, 50,000/-.

- c) Deduction of Indian Income Tax Deduction at Source applicable to Foreign bidders: Deductible for all the services rendered for India as per Indian Income Tax Act and Double Taxation Avoidance Agreement (DTAA) between the bidder's Country and the Government of India. The tax deduction at source will be @ 10.40% as per Income Tax Tariff of India or the rate as contained in the DTAA whichever is less, on production of a copy of the Tax Residency Certificate or Tax Identification Number. In case the Tax Residency Certificate or Tax Identification Number is not furnished, the Tax deduction at source will be 20.8% as per Indian Income Tax Act. However, the applicable taxes at the time of actual utilization of service, etc. will be deducted.

**31. Performance Security:** The successful bidders should deposit 5% of the contract value as Performance Security within 2 weeks from the date of issue of LOI /contract. The performance security shall be in one of the following forms:

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

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

The Bank Guarantee shall be as per prescribed format issued by a Commercial bank and valid for 60 days beyond the scheduled delivery / completion period as per LOI / Contract. This format can be downloaded from the link <https://www.niot.res.in/index.php/vendor/login>. Performance security shall be forfeited in the event of breach of Contract by the Contract in terms of the Contract.

**32. Guaranteed time of delivery** – specific performance of contract; The time of delivery including testing and handing over in satisfactory condition is the essence of the contract and the system should be **delivered within 12 months** from the date of signing of contract. In the event of part supply, NIOT shall withhold the entire payment until the whole of the supply as per the contract is delivered. The contractor should adhere the delivery schedule indicated above.

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

**34. Delay in Completion / Liquidated Damage (LD):**

Compensation of loss on account of late delivery actually incurred as well as notional if the contractor fails to deliver any or all of the goods or fails to perform the incidental works/services (e.g installation commissioning or operator training) within the time frame(s) incorporated in the contract, the procuring Entity shall without prejudice where the delivery of stores or any instalment thereof is accepted after expiry of the original delivery period, the CA may recover from the contractor, as agreed the LD a sum equivalent 0.5 (half) percent of the price of any portion of stores delivered late, for each week or part thereof delay. The total damages shall not exceed 10 ( ten) percent of the value of delayed goods.

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

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

**37. Payment:** All milestone Payments will be released as follows within 30 days after completion of defined contract mile stone deliverables, completion and acceptance of each milestone deliverables by NIOT along with certified Invoice and other required documents. For Foreign bidders, the mode of payment will be through LC/Wire transfer as per the milestone payment mentioned below.

**38. Indicative milestone Payment terms**

<b>S.No</b>	<b>Stages of the project</b>	<b>Amount Payable</b>	<b>Bank Guarantee for equivalent value in INR/ USD</b>
1	Supply of class approved design drawings (binding data) along with foundation and reaction details (force and moments) to carry out ship modification work.	10% of contract value or actual value quoted by the bidder for the milestone in the BOQ whichever is less.	Against Submission of 110% Bank Guarantee for this stage payment.
2	Verification of ship structural modification drawing (NIOT will provide basic drawings) in way of LARS assembly with respect to LARS bidding data provided by successful bidder.	10% of contract value or actual value quoted by the bidder for the milestone in the BOQ whichever is less	Against submission of 110% bank guarantee for this stage payment.
3	Design, manufacturing, testing and supply of class approved Launching And Recovery System (LARS)	50% of contract value or actual value quoted by the bidder for the milestone in the	Release of all BGs obtained at S.No 1 and 2.

	comprising of A-frame and latching system along with dedicated HPU and control system. Factory Acceptance Test at manufacturer facility before shipment.	BOQ whichever is less.	
4	Installation and commissioning of LARS on mother ship in dry dock or afloat condition at any one of Indian port.	15% of the contract value	-
5	Harbour Acceptance test (HAT) as specified in clause 7.0 of this document.		
6	Sea Acceptance Test. Demonstration of two successful launching and retrieval operation.		
7	One-week training to NIOT engineers on the operation & maintenance of LARS system.		
8	As built drawings including general arrangement, schematics, part drawings, part lists and class approved plans/documents + Operation and maintenance manuals, Two hard copies and two soft copies of the entire documents	5% of the contract value	-
9	Standard Warranty for 24 months	<b>10%</b> of contract value will be paid after completion of warranty period.	Refer PBG clause 42
10	Comprehensive Annual Maintenance Charges After completion of the standard warranty of 24 months Comprehensive annual maintenance contract for the LARS System shall commence and it will be for three years. The CAMC will have four Preventive Maintenance per year and any number of Break down Maintenance. The Break down Maintenance should attend within 48 hours from the intimation received from N.I.O.T through mail. The CAMC shall cover all type of spares and consumables for maintaining the system for three years.	The payment for CAMC shall be paid on Quarterly basis. On satisfactory completion of each quarter and completion of one preventive maintenance and replacement of spares if any on time as per clause no.33	--

**39. Warranty:** The Contract warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the contractor that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. This warranty should be minimum for the period for 24 months after installation, satisfactory trials and acceptance of LARS. The warranty certificate should be furnished in the prescribed format available on the NIOT web site at the link <https://www.niot.res.in/index.php/vendor/login> in the Contractor letter head. If the Manufacturer standard warranty is more than 24 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 deemed fit by NIOT.

**40. Comprehensive Annual Maintenance Contract:**

After completion of the standard warranty of 24 months, Comprehensive annual maintenance contract for the LARS System shall be for three years. The CAMC will have four Preventive Maintenance per year and any number of Break down Maintenance. The Break down Maintenance should be attended within 48 hours from the intimation received from N.I.O.T through mail. Any delay shall attract 1% per day of CAMC Cost. The CAMC shall cover all type of spares and consumables for maintaining the system for three years.

The payment towards CAMC shall be paid on quarterly basis, as per the value quoted in the BoQ for each year. On each quarter one preventive maintenance should be carried out and based on the certification by the end user for satisfactory completion of CAMC responsibilities including preventive and break down maintenance and replacement of required spares on time.

**41. Defect Liability clause**

Any defect, or any other faults for plant components etc., which may appear against the set quality or performance characteristics within the Defects Liability period (DLP), of 24 months., any defects, arising in the opinion of the NIOT from materials or workmanship not in accordance with the contract, shall on demand which shall be made within the defects liability period, in writing by the NIOT and within such reasonable time as shall be stated therein specifying the work, materials or articles complained of notwithstanding that the same may have been passed or/and certified, paid for be amended and made

good by the contractor. In case of default, NIOT may employ and pay other person or persons to amend and make good all such defects or other faults and all damages, losses and expenses consequent thereon or incidental there to. Contractor shall be made good and borne by the Contractor at the risk and cost of the contractor. And recoverable from the contractor by the NIOT or may be deducted by NIOT from any moneys due or that may become due to the contractor. Should any defective work have been done or materials supplied by the contractor or their associates the contractor shall be liable to make good the same in the same manner as if such work or materials had been subject to the provisions. Any delay in rectifying the defects within a maximum time of one month shall result in automatic extension of DLP within contract price to the extent of delay in rectification.

**42. Performance/warranty Bank Guarantee:** Performance bank guarantee for 10% of the item value of supply should be provided and it should be valid throughout the warranty period. Performance Bank Guarantee should be from any Nationalized/Commercial bank in India or their branches outside India. In case the performance bank guarantee is not provided, 90% payment will be released as per milestone condition Sl. No 38, as per (Sl. No 1-8). If Bank guarantee is submitted and accepted and valid throughout the warranty period plus 60 days than 100% payment will be released at the milestone Sl. No 38. Bidder should clearly mention their acceptance to this effect in their quote. And the PBG should be submitted in advance.

**43. 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.

**44. Mediation/Arbitrations/Disputes:**

In the event of any dispute any time during the entire duration of contract, both the parties shall try to resolve through mutual discussion to resolve such disputes. In case the same is not resolved, parties will submit for mediation to IEM under the Integrity Pact and as per extant instructions of Govt. of India for resolution. No party shall rush to any court of law without completion of mediation and arbitration as contemplated. In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties.

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

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.

**45.Authorisation:** The bidder is qualified only if they are the OEM/dealer authorized by the OEM for the particular product or an Indian agent bidding on behalf of the OEM. For dealer/Indian agent, authorization letter from OEM is mandatory. In case of agent, the agency agreement should be provided along with the roles and responsibility. Indian Agent consideration shall be in conformance with Govt. of India directives.

**46.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 be 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 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.

f).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.

g).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.

h).If the equipment being offered by the Seller has been supplied /Contracted with any organisation, 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 sub systems 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.

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.

#### **47. Risk and Insurance:**

The Bidder/Contractor 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:

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 Bidder/Contractor 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

NIOT reserves right to reject any or all of the bids received in response to this invitation to tender without assigning any reasons whatsoever.

Bidder shall note that NIOT will not entertain any correspondence or queries on the status of the offers received against this Tender Invitation.

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.

Overseas bidders, while submitting Tender should indicate as to whether they have engaged the services of an Agent in India and if so, the extent of services such an Agent has to perform and the payment for such services. The payment to be made to the Agent will be deducted by NIOT from the payment of the successful overseas Partners and paid to its Indian Agent in non-convertible Indian Rupees after deduction of due taxes for services at prevailing rates. Such details should be provided in the Price Bids. Foreign bidders may kindly note that NIOT shall not entertain engagement.

**48. Buy Back:** The item namely A-Frame structures and two numbers of Hydraulic cylinders is proposed to be trade out on buy back mode. The said item is now fitted / available in the vessel Sagar Nidhi in working condition. The item will be traded as is where is condition basis. The item to be removed / lifted by the successful bidder within the quoted price just before installation of the new system and in discussion with NIOT engineers. The price for the buyback item to be quoted inclusive of GST.

**49. 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 of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 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.

**50. ASSIGNMENT AND SUBCONTRACTING:** 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, 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.

### **51. Eligible Bidders**

a) 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.

b) 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.

### **52. 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.

a) Code of Integrity for Public Procurement

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

Sr. No. Term Meaning

(i) 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 Contract execution.

(ii) Fraudulent practice

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

(iii) Collusive practice

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

(iv) 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 Contract.

(v) Anticompetitive practice

Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels 7

(vi) Conflict of interest

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

(vii) 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

c) 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 Contract in question.

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

e) Obligations for Proactive disclosures

i) The Purchaser as well as bidders, suppliers, Contractors 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 Contract. Failure to do so would amount to violation of this code of integrity.

ii) 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.

iii) 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.

f) Punitive Provisions

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

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

- i. Forfeiture or encashment of bid security;
- ii. Calling off of any pre-Contract negotiations; and

- iii. Rejection and exclusion of the bidder from the procurement process.
- ii) If a Contract has already been awarded
  - i. Cancellation of the relevant Contract 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.
- g) 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.

### **53. 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.

### **54. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

- a) 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.
- b) 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.
  - d) 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.

## **55. Confidentiality**

- a) Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of Contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract. However, decisions taken during process of tender evaluation shall be hosted on e-wizard portal.
- b) Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of its Bid.

## **56. 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.

## **57. 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:

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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 Contract terms may not be taken up after a Contract has been signed, all such issues should be highlighted before consummation of the Contract 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.

### **58. Joint Venture, Consortium or Association**

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

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.

### **Terms and Conditions (Import)**

**59.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.

**60.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.

### **61.The import quotation**

(i)The import quotation should be in DAP (Delivery at Place), NIOT, Chennai. Insurance should be arranged from SHIPPERS WAREHOUSE TO CONSIGNEE'S WAREHOUSE up to installation and commissioning of the equipment from reputed Insurance companies only for DAP value plus 10% or replacement value whichever is higher. NIOT shall be the beneficiary of Insurance Policy. Value of Cargo should be declared in the AWA / Bill of



Lading for carriage purpose apart from Custom purpose. Sufficient care should be taken on packing and it should be sea worthy packing as per international standard.

If the import quotation is DAP the responsibility of customs clearance, payment of customs duty and inland transportation upto NIOT will be done by NIOT. During evaluation of the price bid customs duty and clearance charges @25% shall be loaded to arrive the landed cost at NIOT. If the import quotation is in DDP terms i.e Delivery at point the successful bidder will take care Inland transportation and delivery upto NIOT.

(ii) Country of Origin: The import quotation should clearly indicate the Country of Origin in their quote. The successful bidder should submit CoO.

## **62. Import and Export Licenses**

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

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

**63.Currency of the bid:** Currency once quoted will not be allowed to change. In GTE tenders, the bid price shall be in foreign currencies, except for expenditure incurred in India (including incidental Works/ Services rendered in India and agency commission, if any) which should be stated in Indian Rupees.

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

**65. 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.

**66. Bank charges:** All Bank charges inside India to NIOT account and all Bank charges outside India to successful bidder / contractor only.

**67. 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.

## **68. Third Party Inspection:**

The Third-Party Inspection (for pre-shipment) is mandatory only for OEM direct execution and payment negotiated through Letter of credit after receipt and acceptance of the items. The Third-Party Inspection shall be conducted by DNV/ SGS/Lloyds/TUV/ABS or any other IACS Agency. The inspection shall be either at airport point of loading or at the Suppliers factory before dispatch of cargo. Bidders are requested to mention the

inspection charges explicitly in their quote. Third party inspection charges at actual will be reimbursed on submission of separate invoice for TPI charges (along with the inspection report and invoice issued by the third-party inspection agency) while furnishing the commercial invoice for supply. In the absence of separate invoice, tax deduction at source @10% of the quoted TPI charges will be deducted as per IT provision of Govt. of India. The Third-Party Inspection is not mandatory for Indian bidders and for payment after supply and acceptance through Wire Transfer by foreign supplier and in INR to Indian Supplier/ Agent.

**69. Payment:**

As per standard terms payment for import will be made through Wire Transfer / Irrevocable Letter of Credit within 30days to be opened through our Banker as per stage payment in clause no. 38. If the mode of payment is through Irrevocable Letter of Credit, Third Party Inspection for quality and product conformance as per specification and deliverable report is mandatory, so bidders are requested to mention the rates for TPI charges in the BOQ. NO ADVANCE PAYMENT WILL BE CONSIDERED –

**70.Shipment:** Generally, Part shipment and Transshipment are not permitted. If required to meet project needs and accepted by NIOT, 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.

**71.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.

**72. 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.

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

This has come into effect on 31.03.2017.

Customs duty on bill of entry to be paid on the same day failing which penal interest payable on customs duty.

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.

**73.Termination of Contract by NIOT:** a) The contract shall become effective from the date of signing of contract and the contract shall automatically get terminated after successful completion of all contractual obligation and warranty obligation as per the terms of the contract.

b) (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 44. 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.

#### **74.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.

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

An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if the applicant, its consortium member (the "Member") or Associate (or any constituent thereof)and any other Applicant, its consortium member or Associate(or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five percent)of the subscribed and paid up equity share Capital thereof; provided further that this disqualification shall not apply to any owner ship by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause13.1(c)(i), in direct shareholding held through one or more intermediate persons shall be computed as follows:(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject

Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of in direct shareholding of such person in the Subject Person shall be undertaken on 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 director 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.

## **75. Clarifications**

Bidders requiring any clarification on the RFP/ NIT may send their query by email to [hvt@niot.res.in](mailto:hvt@niot.res.in) before the tender closing date. The Authority will post the reply to all such queries on the NIC CPP Portal and NIOT Website as corrigendum. 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.

## **76. INDEMNITIES**

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

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

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

#### **78.Intellectual Property Rights (IPR)**

NIOT shall have a right of use to all deliverables provided by CONTRACTOR for the ordinary purpose of this contract and make similar systems in the future. As long as the payment for services according to the milestone payment plan plus any additional costs if applicable does not take place, all rights in the CONTRACTOR deliverables remain with CONTRACTOR.

#### **79.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 prospective bidders/vendors with NIOT committing the persons/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](http://www.niot.res.in)(Attached as annexure).

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

As per DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 issued by Ministry of Commerce, Class-I and Class-II Local suppliers are eligible to bid (as specified in Clause- 1.30.3)

### **I. Definitions of terms applicable to Make in India procurement policy of Govt of India: -**

- a) 'Local content ' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b) 'Class-I Local supplier' means a supplier provider whose product offered for procurement meets the local content of 50% and above.
- c) 'Class-II Local supplier' means a supplier provider whose product offered for procurement meets the local content of 20% and above but less than 50%.
- d) 'Non-Local supplier' means a supplier provider whose product offered for procurement meets the local content of less than 20%.
- e) 'L1' means the lowest tender or lowest bid or the lowest quotation received in this tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- f) 'Margin of purchase preference ' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

### **II. Purchase preference: -**

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract for full quantity will be awarded to L1.
- b) If L1 bid is not from a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods or works, which are covered by para 3(b) or reference order and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over

'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.

(ii) If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.

(iii) In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

(iv) Only Class-II Local suppliers are not eligible to get price preference in any procurement undertaken by procuring entities.

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

In tenders where contract is awarded to multiple bidder's subject to matching of L 1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non-local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders

including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

**IV. Minimum local content: -**

The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'! 'Class-II local supplier'. For the items, for which Nodal Ministry! Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'! 'Class-II local supplier' respectively.

**V. Verification of Local content: -**

a. The 'Class-I local supplier'! 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'! 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'! 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

**VI. Manufacture under license/ technology collaboration agreements with phased indigenization: -**

While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

**VII. Classification of MSE'S: -**

(i) Micro Enterprises: Where the investment in plant and machinery or equipment does not exceed 1 crore rupees and turnover does not exceed 5 crore rupees,

(ii) Small Enterprises: Where the investment in plant and machinery or equipment does not exceed 10 crore rupees and turnover does not exceed 50 crore rupees,

(iii) Medium Enterprises: Where the investment in plant and machinery or equipment does not exceed 50 crore rupees and turnover does not exceed 250 crore rupees



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

**VIII. Price Preference to MSEs: -**

- a) Among the qualified bids, the lowest bid will be termed as L1, If L1 is class 1 local supplier the contract will be awarded to L1.
- b) In tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply upto 25 percent of the total tendered value, The 25(twenty five)% quantity is to be distributed proportionally among these bidders, in case there are more than one MSME's within such price band.
- c) In case the tendered quantity of goods cannot be split/ divided MSE quoted price within the band L1+15% may be awarded for full complete supply of total tendered value to MSE.
- d) MSEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate.
- e) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
- f) The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- g) The MSEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for EMD exemption / preference.
- h) Where any aggregator has been appointed by the Ministry of MSE, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

**Section I: Commercial Terms Compliance sheet (To be filled by bidder)**

	Particulars	Yes	No	Page Ref
1	Whether EMD for <b>Rs. 70,000,00/- or USD 85360/-</b> scanned and uploaded along with the technical document?			
2	Whether every page of the tender document is digitally signed and uploaded in the CPP portal along with the other documents.			
3	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated and the copy of the certificates enclosed)			
4	Whether accepted to submit the LOI acceptance within 15 days from the date of receipt of the LOI?			
5	Whether submission of 5% of the contract value as Performance Security is acceptable?			
6	Whether submission of 10% of the supply value as Performance 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 DAP 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 is acceptable as per the tender.			
14	Whether the warranty period (minimum 24 months) is acceptable as per the tender.			
15	Bidder is responsible for all performance benchmarks and the quote should contain an undertaking certifying the same.			
16	Whether integrity pact is signed by authority signatory and uploaded			
17	Whether past track record of quality and service is enclosed?			
18	In case of Dual Bid whether unpriced/blank commercial bid (part -B) is enclosed in Part -A (Technical Bid)			
19	Whether list of deliverables attached and comply as per tender?			

**Section II: Pre-Qualification Documents check list**

<b>Sl.no</b>	<b>Pre-Qualification</b>	<b>Yes</b>	<b>No</b>	<b>Page Ref</b>
	<b>Technical</b>			
<b>1.</b>	Proven experience in class approved design, development and supply of launching and retrieval system for submersibles / diving system / 'systems meant for lifting of personnel' with capacity not less than 50T SWL. Documentary evidence needs to be produced.			
<b>2.</b>	The LARS designed and developed by the bidder should be in operation successfully for a minimum period of 5 years. Documentary evidence needs to be produced from the user.			
	<b>Commercial</b>			
<b>1.</b>	The average annual financial turnover of 'the bidder' during the recent three financial years, year ending 2022 should be atleast Rs. 10.5 cr or 105 Million rupees (or equivalent in foreign currency at exchange rate on the relevant date) for the purpose of assessing the financial strength, the financial strength of all the consortium partners shall be added together to evaluate for meeting the criteria as above. The documents should, duly be authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries should be submitted.			
<b>2.</b>	The net worth of the Bidder (manufacture or principal authorized representative) should not be negative and not eroded more than 30% during recent three financial years ending 31.03.2022, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.			

## Annexure I

### Support Letter Format in the Letter Head of the Institute/Organization

**Place:**

**Date:**

**To**

Name of the Institute/Organisation (Consortium leader)

Address Details

Subject: Supply of Launching and Recovery System for deep water Manned Submersible rated for 6000 m water depth

Application including training and Transfer of Technology – Support Letter – reg

Reference:

Dear .....

With reference to the above mentioned referred tender from National Institute of Ocean Technology (NIOT), Ministry of Earth Sciences (MoES), Government of India, this letter confirm ..... (Name of the institute/organization) ..... desires to work on this project as a technical partner with the ..... (Consortium leader) .....

It is understood that ..... (Consortium leader) ..... will perform as the prime bidder and the technical partner as a consortium member ..... (Name of the organization) ....will work jointly with .... (Consortium leader).....to the submit the bid for the subject of NIOT tender Design, Develop and certification of Manned Submersible personnel sphere for 6000 m and 500 m and above water depth

It is agreed that ..... (Consortium leader)..... will act as prime bidder/contractor. As such ...

(Consortium leader).....will propose, manage the overall project, coordinate with team members, and manage formal reports and communications with NIOT. Upon contract awarded to ..... (Consortium leader)..... from NIOT, we will provide full support to ensure the successful and timely execution of this project as described in the NIOT tender terms including transfer of technology. We also jointly assure NIOT that this consortium arrangement shall remain firm for the whole duration of the project if the contract is awarded. Details of consortium working arrangements including role and responsibilities of consortium members are as given in the enclosure.

Consortium jointly assures NIOT that all contractual obligation as per tender including certification, training and transfer of technology shall be honoured until completion of the project to the satisfaction of NIOT.

..... (name of the organization/institute)..... will be involved .....(which part of the project activity).....

**Annexure -II**

**Format for declaration by the Bidder for Code of Integrity & conflict of interest**

(On the Letter Head of the Bidder)

No: \_\_\_\_\_ Date \_\_\_\_\_

To,

\_\_\_\_\_  
\_\_\_\_\_

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under the Clause number 55 (a) of NIT of your Tender document and have no conflict of interest.

It is certified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender. The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

## ANNEXURE - III

### MANUFACTURERS' AUTHORIZATION FORM

The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated.

This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

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

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

To : [insert complete name and address of Purchaser]

#### WHEREAS

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

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

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

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

Title: [insert title]

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

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

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

**ANNEXURE-IV**

**PERFORMANCE STATEMENT FORM**

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

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

Order Placed by (full address of Purchaser)

Order Number and date:

Description and Quantity of Ordered:

Equipment Value of Order:

Date of Completion of deliver as Per Contract:

Date of actual Completion of Delivery:

Remarks Indicating reasons for late delivery, if any:

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

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

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

Place :

Date :

## **ANNEXURE-V**

### **Self Certification**

With reference to Clause No. 1.1.3 of this tender and GoI Ministry of Finance Order No.: F. No. 6/18/2019-PPD dated 23rd July, 2020 on "Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)" & OM No. F. No. 18/37/2020-PPD dated 8thFebruary, 2021;

It is certified that

We are not a bidder of a country which shares a land border with India. OR

We are a bidder of a country which shares a land border with India, however, we are eligible to bid in any procurement whether of goods or services as we are registered with the Competent Authority as specified in Ministry of Finance (GoI) Order No. 6/18/2019 – PPD dated 23rd July 2020. Copy of valid registration is attached.

Tick as applicable

Place:

Date:

Authorised Signatory

Name:

Company Seal



## ANNEXURE-VI

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

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

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

- Class-I Local Supplier with local content of 50% and above

OR

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

(Tick appropriate category of Local Supplier)

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

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

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

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

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

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

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

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

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

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

- Class-I Local Supplier with local content of 50% and above

OR

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

(Tick appropriate category of Local Supplier)

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

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

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

i Material

ii Equipment

iii Total Quoted Price =

(X + Y)

X =

Y =

% Local Content =  $(\frac{Y}{X+Y}) \times 100$

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

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

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

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

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

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

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

**Annexure – VIII**  
**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 IX: Undertaking Certificate**  
**Undertaking Letter from Bidder**

We M/s. \_\_\_\_\_ studied carefully all the pre-qualification criteria and the SCC of NIOT and understood the entire scope of supply of tender titled "**Supply of Launching and Recovery System for deep water Manned Submersible rated for 6000m water depth**"

We also undertake that **Supply of Launching and Recovery System for deep water Manned Submersible rated for 6000m water depth** "shall be developed and supplied as per the specification and following as per DNV rules for underwater Technology pertinent to July 2019.

We also confirm that the **Supply of Launching and Recovery System for deep water Manned Submersible rated for 6000m water depth** "can be supplied without any restrictions from our country and approval from competent authority from our country is enclosed as Annexure.

We further undertake that all mandatory tests prescribed in the SCC of NIT and suggested by DNV towards certification will be carried out in all the stages of f **Supply of Launching and Recovery System for deep water Manned Submersible rated for 6000m water depth** "System till fulfilling the certifying agency and NIOT as per the scope of the tender.

In case of any failure in terms of the contract and/or seeking any concession or any exemption from the terms already agreed to, we agree that same shall be viewed as a breach of tender terms. The tender can be treated as invalid tender and if post signing of contract, such action will be treated as breach of contract and contract shall be terminated without any consideration and NIOT can forfeit all Bank guarantees submitted under this tender/contract.

Signature of the Bidder

## Annexure X:PRE CONTRACT INTEGRITY PACT

### General

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_, between on one hand, the President of India acting through Dr.G.A.Ramadass, 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 "**Supply of Launching and Recovery for deep water Manned Submersible 6000m water depth**" and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW THEREFORE,

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

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

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

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

### **Commitments of the BUYER**

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

1.2 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

1.3 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 with 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:-

- 3.1 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.
- 3.2 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.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary in connection with this bid/contract.
- 3.5 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.
- 3.6 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 correction with the contract and the details of services agreed upon for such payments.

- 3.7 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.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 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.

- 3.13 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**

- 4.1 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.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs.70,00,000/-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)
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 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.
- 5.4 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**

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

- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of Five years, which may be further extended at the discretion of the BUYER.
  - viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 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.
- 6.3 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**

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

## **8.Independent Monitors**

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

**Sh. Ajay kumar Lal, IRAS (Retd.)**

e-mail: ajay\_k\_lal@yahoo.com

Mobile: 95607 12003

Address: DDA, HIG, Block 3A/101A,

Motia khan (near Jhandewalan temple), D.B.Gupta Road,  
New Delhi – 110015.

**Shri. Pavan Kumar Jain, IDSE (Retd.)**

e-mail: mespkj@gmail.com

Mobile: 93134 98388

Address: A-402, Shree Ganesh Apartments

Plot No.12B, Sector-7 Dwarka,  
NewDelhi – 110075.

- 8.2 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.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 But the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 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.
- 8.6 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.

8.7 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.

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

## **9. Facilitation of Investigation**

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

## **10. Law and Place of Jurisdiction**

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

## **11. Other Legal Actions**

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

## **12. Validity**

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

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_NIOT Chennai on

**THE DIRECTOR**

**BIDDER**

National Institute of Ocean Technology

M/s.

Ministry of Earth Sciences

Witness

Witness

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

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

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

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