



NATIONAL INSTITUTE OF
OCEAN TECHNOLOGY

**NOTICE INVITING TENDER
(NIT)**

Form No. NIOT/S&P/NIT



e-Tender Schedule

Tender No	NIOT/SnP/OOS/28451/22-23
Issued To	SPARES FOR SEABIRD CT/CTD SENSOR
Tender Mode	E-tender (Single Tender) – Global Tender
Tender Issue date	19.09.2022
Tender Closing Date and Time	On 07.10.2022 at 11.00 AM
Tender Opening Date and Time	On 07.10.2022 at 11.30 AM
Tender documents available place	Tender documents can be downloaded from ewizard https://moes.euniwizarde.com/ app and MoES-NIOT website www.niot.res.in till closing date and time of the Tender.
Bidding Type & Tender submission	SINGLE BID SYSTEM The e-tender consisting of Techno-commercial Bid and Price Bid should be submitted electronically through ewizard https://moes.euniwizarde.com/ .
Help manuals for e-Tender	Mr. Gagan T S, e-Wizard Team, ITI-Ltd, Bangalore, Mobile No: 91 8448288987, E-Mail: epochelpdesk.01@gmail.com
Submission of EMD	Rs. 3,21,500 or USD 4045 a) Scanned copy of the EMD instrument to be uploaded in the Ewizard portal. b) Original EMD should be submitted through courier/ speed post or in person dropped at the tender box before the closing date and time of the tender
Send your queries to the email ID	hvt@niot.res.in

**NATIONAL INSTITUTE OF OCEAN TECHNOLOGY
VELACHERY TAMBARAM MAIN ROAD, NARAYANAPURAM,
CHENNAI 600 100**

NIOT Website: <http://www.niot.res.in/tenders>

Bid Preparation and Tender Submission Procedure

INSTRUCTION FOR BIDDERS

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the MoES e-Wizard Portal (<https://moes.euniwizarde.com>).

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the e-Procurement module of the portal <https://moes.euniwizarde.com> 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 e-Wizard 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.
 - b) Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is Gagan (8448288987/89 / eprochelpdesk.01@gmail.com), Birendra (8448288988/94/eprochelpdesk.02@gmail.com), Rahul Singh (8448288982), Abhishek Kumar (9355030617), Tariq (9355030608),9355030604, 9122643040,9504661237
7. 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 e-Wizard portal (<https://Moes.euniwizarde.com/>) only.

INTRODUCTION

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

Notice Inviting Tender Document

E-bids are invited on behalf of the National Institute of Ocean Technology for the **SPARES FOR SEABIRD CT/CTD SENSOR** as per the specification enclosed.

- 1. Submission of bids:** Bidders are requested to submit their Bid/quotation in single part containing Technical, Commercial and price bid should be submitted electronically through **e-wizard portal <https://moes.euniwizarde.com/>** app. The responsibility to ensure the timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered and treated as invalid tender. Bidders shall also attach scanned copies of all the requisite documents and 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.
- 2. This NIT** shall form part of the Order.

INSTRUCTION TO BIDDERS

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

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

5. Tender Opening: The tenderer can participate in the tender opening with proper authorization letter from the respective Company. However due to Covid the participation may be as per the NIOT norms.

6. Default in Performance: If the bidder 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 bidder from their participation in future tenders of NIOT for a minimum period of one year. Even after revoking the suspension period the Vendor's performance still continues to be the same without any improvement, NIOT reserves its right to BAN such Vendor permanently from participation in all the tenders of NIOT.

7. Goods shall not be supplied without an Official supply order.

8. LOI Acceptance: LOI acceptance should be submitted within Seven days from the date of order, failing which it shall be presumed that the bidder is not interested and his bid security / EMD shall be forfeited.

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

BIDDING CONDITION

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

11. 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.

12. Submission of tender by a tenderer implies that he has read this notice and all other order documents and has made himself aware of the scope and specifications of the item to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by NIOT and local conditions and other factors bearing on the execution of the works. Conditional offers are liable for rejection.

13. EMD/Bid security: The EMD/Bid security is mandatory as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. The EMD / Bid Security shall be in the form of a Bank demand draft drawn in favour of "**NIOT OTHER RECEIPT ACCOUNT**" in INR or in equivalent foreign currency or a guarantee from a public sector bank or foreign bank acceptable to NIOT.

The format of the guarantee shall be in accordance with the sample form of Bid Security available at NIOT website. The format can be downloaded from the website **<https://www.niot.res.in/index.php/vendor/login>**.

a) By Demand Draft/Banker's Cheque drawn in favour of "NIOT OTHER RECEIPT ACCOUNT", NIOT, payable at Chennai (or)

b) Bank Guarantee as per prescribed format issued by an Indian nationalized bank or indicate in stamp paper of appropriate value and valid for 60 days beyond the validity of the bid. (or)

c) Insurance Security Bond. (or)

d) Fixed Deposit Receipt. (or)

e) Online payment in an acceptable form.

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

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

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

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

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

15. Bid Validity: Bids shall remain valid and open for acceptance for a minimum period of **120days** 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.

16. Bid validity extension: In exceptional circumstances, prior to expiry of the original Bid validity period, NIOT may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing. A Bidder agreeing to the

request will not be required nor permitted to modify his bid, and will be required to extend the validity of his Bid Security correspondingly.

17. Conditional offers / quotations shall not be accepted.

18. Signing of bids: Each page of the tender and tender document shall be digitally signed and uploaded by the bidder in ewizard Portal.

19. The broad configuration / specification of the proposed purchase / work are given. Bidders are required to keep their proposal strictly as per the specification prescribed in this NIT.

20. Acceptance of bids: NIOT may accept or reject any/all tenders including the lowest tender without assigning any reasons whatsoever. NIOT also reserves its right to accept any tender in part or parts only with such conditions as it may prescribe. NIOT is not bound to accept the lowest tender. NIOT expects full technical compliance and expects full scope of integrated supply as per tender specification and do not accept partial tenders.

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

22. Bid or modification to bids received after closing date and time shall not be considered. Such modified bid together with original bid will be summarily rejected. Modification to the bid after opening the bid will not be considered unless specifically requested for by NIOT.

23. Commercial compliance as per NIT commercial compliance shall be furnished along with the bid.

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.

TERMS AND CONDITIONS GOVERNING THE CONTRACT

25. Currency of bids:

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

26. 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 order and the shipment should be effected as per the schedule given in NIT. In the event of part supply, NIOT shall withhold the entire payment until the whole of the supply as per the order is delivered. In case if the delivery schedule indicated in the NIT is not stipulated as essential criteria, supplier may indicate the period of delivery required for them. The item to be supplied within **8-10 Weeks** from the date of issue of LOI.

27. 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 three days from the date of such occurrence, give notice to NIOT in writing of his claim for extension of delivery period. NIOT on receipt of such notice may agree to extend the order delivery date as may be reasonable but without prejudice to other terms and conditions of the order. Unless the extended delivery period is agreed by NIOT in writing, supplier cannot claim the extension of delivery time as a matter of right. NIOT shall have the right to either cancel/extend the order validity/ levy LD as appropriate.

28. Delay in Completion/Liquidated Damage (LD): If the supplier fails to deliver the systems / components within the time specified in the order, NIOT shall recover from the supplier as liquidated damages a sum of **0.5%** (½ percent) of the order price of the undelivered systems

/components for each calendar week of delay. The total liquidated damages shall not exceed **5%** (5 percent) of the order price of the unit or units so delayed. Systems / components will be deemed to have been delivered only when all essential components parts are also delivered. If any essential components are not delivered in time, the entire system / components will be considered as delayed until such time the missing parts are delivered.

29. Warranty: The supplier warrants that the Goods supplied under this order are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the order. The supplier further warrants that all Goods supplied under this order shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by NIOT's Specifications) or from any act or omission of the supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

The item supplied should be free from manufacturing defects. The warranty shall remain valid for 12 months after the installation of the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the order, or for 18 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the NIT. The warranty certificate should be furnished in the prescribed format in your letterhead and can be downloaded from the website link <https://www.niot.res.in/index.php/vendor/login>. If the Vendors standard warranty is more than 12 months the same shall be extended to NIOT. NIOT shall promptly notify the supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the supplier shall, within three (3) months repair or replace the defective Goods or parts thereof, without cost to NIOT other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex- showroom to the final destination. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, NIOT may proceed to take such remedial action as may be necessary, at the supplier 's risk and expense and without prejudice to any other rights which NIOT may have against the supplier under the order. Also such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

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

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

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

- a) Costs of goods / services covered in this order.
- b) Taxes and duties
- c) Transportation and packing cost (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 supplier 's ware house up to NIOT warehouse, installation and commissioning of the equipment and training shall form part of contractual obligation.
- e) Cost towards third party inspection as set forth in the Contract for LC mode of Payment.

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

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

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

This format can be downloaded from the link <https://www.niot.res.in/index.php/vendor/login>. Performance security shall be forfeited in the event of breach of order by the supplier in terms of the order. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the order and EMD will be forfeited.

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

The Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made thereunder 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 a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the order. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

35. Insurance: The Goods supplied under the order 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 the order price immediately without waiting for the insurance claim. The cost of insurance shall be in the scope of the bidder.

36. Partial Delivery:- In general supplies are to be delivered as per the schedule of the order only. In case if NIOT's request/ Bidder's convenience part supplies will be accepted only on issue of amendment to the order on the delivery schedule. Part supply without written order will not be accepted. However, payment will be effected as stipulated in order.

37. SUBMISSION OF TECHNICAL DOCUMENT Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our specifications. At the same time it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid document may be in the form of literature, drawings and data and shall consist of:

- a. 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 for a period of two years, following commencement of the use of the goods by NIOT; and
- b. An item-by-item commentary on NIOT'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. The broad configuration / specification of the proposed purchase / work are given. Bidders are required to keep their proposal strictly as per the specification prescribed Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) duly signed by the authorized official should be sent along with the quotations, wherever applicable. Samples if called for, should be submitted free of charges, and collected back at the supplier's expenses. To explain the product offered, if there is no Technical Literature / catalogue, offer is liable for rejection. Offer must contain all relevant technical details, test procedure etc. Any erasures / over writing shall be counter signed by the person who is

signing the bid. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid sign them.

38. Authorisation: The bidder is qualified only when he is the original manufacturer or established dealer with original manufacturer's authorization letter to quote, sell and service the products offered as per the prescribed format in our web site along with agency agreement.

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

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

Terms and Conditions (Import)

40. 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.

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

42. 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 tender specification, the same also has to be enclosed in the quotation.

43. The import quotation should be in DAP, NIOT, Chennai (DAP should be by Air Freight for light weight / low volume / fragile cargos and Sea freight for heavy weight / large volume cargo. Insurance should be arranged from SHIPPERS WAREHOUSE TO CONSIGNEE'S WAREHOUSE up to installation and commissioning of the equipment from reputed Insurance companies only for DAP value plus 10% or replacement value whichever is higher. NIOT shall be the beneficiary of

Insurance Policy. Value of Cargo should be declared in the AWA / Bill of Lading for carriage purpose apart from Custom purpose. Sufficient care should be taken on packing and it should be sea worthy packing as per international standard. The quotation should exclusively specify FOB cost, insurance, Air/Sea freight element and local agency commission if any to be paid in Indian Rupees. The responsible of customs clearance, payment of customs duty and inland transportation to NIOT will be done by NIOT. During evaluation of the price bid Customs duty and clearance charges @6% shall be loaded to arrive the landed cost at NIOT.

44. Export License : Foreign Contractors should ensure availability of export license at their end.

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

46. 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.

47. 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.

48. Bank charges: Bank charges inside India to NIOT account and all Bank charges outside India to Contractor account only.

49. 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 contractors 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.

50. Third Party Inspection :a) The Third Party Inspection is mandatory only for OEM direct execution and payment negotiated through Letter of credit. The Third Party Inspection shall be conducted by SGS/Lloyds/TUV/ABS. The inspection shall be either at airport point of loading or at the Suppliers factory before dispatch of cargo.

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

51. Payments: As per standard terms 90% payment for import will be made through Wire Transfer / Irrevocable Letter of Credit within 30days to be opened through our Banker after supply, acceptance of the item. If the mode of payment is through Irrevocable Letter of Credit, Third Party Inspection report is mandatory, so bidders are requested to mention the rates for TPI charges in the BOQ. NO ADVANCE PAYMENT WILL BE CONSIDERED. The balance 10% will be paid after completion of the warranty period. In case the supplier submit equivalent value of 10% in the form of BG and valid till the completion of warranty then 100% will be released.

52. 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.

53. Customs Clearance:1.All Bills of Entry must be filed with customs prior to arrival of the vessel or aircraft latest by next day of arrival of the vessel or aircraft. Failing which penalty of Rs.5000/- (approx. \$ 75) per day shall be levied by Indian customs for the delay of first three days.

2. Rs.10000/- (approx. \$150) per day shall be levied for delay in filling bill of entry beyond three days of arrival of the vessel or aircraft

3. This has come into effect on 31.03.2017.

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

5. Free customs clearance period is reduced to 2 days from 3. Hence, it is requested to note this

changes 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.

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

Section-II-Commercial Terms Compliance sheet (To be filled by bidder)

Sl. No	Particulars	Yes	No	Page Ref
1.	Whether EMD for INR. 3,21,500/- or USD 4045 is scanned and uploaded along with the technical document?			
2.	Whether every page of the tender document is digitally signed and uploaded in the e-wizard 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 order acceptance within 15 days from the date of order?			
5.	Whether submission of 3% of the contract value as Performance Security is acceptable?			
6.	Whether Quote is valid for 120 days from the date of tender opening or time specified in the tender document whichever is later?			
7.	Whether payment terms of the tender is complied with?			
8.	Whether submission of 10% of the supply value as Performance Bank Guarantee is acceptable?			
9.	Whether INCOTERM DAP NIOT Chennai is complied with?			
10.	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
11.	Whether liquidated damage as specified in the NIT accepted unconditionally?			
12.	Whether the delivery period (8-10 weeks) is acceptable as per the tender.			
13.	Whether the warranty period is acceptable as per the tender.			

Section – III Price Bid Sheet

SI.No	Description of material	Qty	Cost in USD	
			Rate	Total
1	SCREW, 8-32 X 3/8 FH PHILLIPS, TITANIUM			
2	MACH SCREW, 8-32 X 1/2 FH, PHILIPS, TITANIUM			
3	CAP SCREW, 8-32 X 1/4" SH, TITANIUM Harmonized			
4	SCREW, 10-32 X 3/8 FH PHILIPS, TITANIUM			
5	SCREW, 10-32 X 1/2" FH PHILIPS, TITANIUM			
6	BOLT, 1/4-20 X 2-1/2" HX HD, TITANIUM			
7	NUT, 1/4-20 HEX TITANIUM			
8	WASHER, 1/4 " SPLIT RING LOCK , TITANIUM			
9	WASHER, 1/4 " FLAT			
10	O-RING PARKAR 2-008N674-70			
11	INDUCTIVE MODEM MODULE (IMM)			
12	ICC HD, 100 TURN, 10M, MCIL-2FS CONNECTOR, W/ ACCESSORIES			
13	AF24173 ANTI-FOULANT, V2, PR w/ BAG/LABEL			
14	Surface Inductive Modem PC board (PN 40928)			
15	CABLE, SBE37, MCIL-4FS TO MCIL-5MP, 4M/33985			
16	UNDERWATER INDUCTIVE MODEM			
17	SBE37 MODULAR MICROCAT SENSOR GUARD			
18	MICROCAT SENSOR GUARD			
19	SBE37P SENSOR GUARD, W/ ODO			
20	SBE37 SENSOR GUARD, PUMPED			
21	FERRITE SPLIT-CORE HALF			
22	F&I (The Insurance to be covered from ware house to ware house)			
23	TPI Charges (Applicable only payment through LC Ref Clause 52)			
	Total DAP, NIOT Chennai			

Section – IV Technical specifications & Compliance Sheet (to be filled by bidder)

Sl. No	Description	Part No	Remarks (Yes/No)
1	SCREW, 8-32 X 3/8 FH PHILLIPS, TITANIUM	30859	
2	MACH SCREW, 8-32 X 1/2 FH, PHILIPS, TITANIUM	30544	
3	CAP SCREW, 8-32 X 1/4" SH, TITANIUM Harmonized	31755	
4	SCREW, 10-32 X 3/8 FH PHILIPS, TITANIUM	31118	
5	SCREW, 10-32 X 1/2" FH PHILIPS, TITANIUM	31089	
6	BOLT, 1/4-20 X 2-1/2" HX HD, TITANIUM	31275	
7	NUT, 1/4-20 HEX TITANIUM	30835	
8	WASHER, 1/4 " SPLIT RING LOCK , TITANIUM	30633	
9	WASHER, 1/4 " FLAT,	30634	
10	O-RING PARKAR 2-008N674-70	31019	
11	INDUCTIVE MODEM MODULE (IMM)	IMM.100S	
12	ICC HD, 100 TURN, 10M, MCIL-2FS CONNECTOR, W/ ACCESSORIES	ICC.41L10- M1S	
13	AF24173 ANTI-FOULANT, V2, PR w/ BAG/LABEL	801542	
14	Surface Inductive Modem PC board (PN 40928)	SIM- COUPLED	
15	CABLE, SBE37, MCIL-4FS TO MCIL-5MP, 4M/33985	173681	
16	UNDERWATER INDUCTIVE MODEM	44.2S	
17	SBE37 MODULAR MICROCAT SENSOR GUARD	231452	
18	MICROCAT SENSOR GUARD	235720	
19	SBE37P SENSOR GUARD, W/ ODO	234385	
20	SBE37 SENSOR GUARD, PUMPED	235682	
21	FERRITE SPLIT-CORE HALF	231069	

Special Conditions of Contract (SCC)

Annexure – I

Specification of Spares for Seabird CT/CTD Sensor

1. **INTRODUCTION:** Ocean observation systems group of National Institute of Ocean Technology involved in deployment and maintenance of OMNI, Tsunami and Coastal buoy network in the Bay of Bengal and Arabian Sea. These buoy systems are equipped with a variety of sensors such as anemometer, digital barometer, air temperature and humidity sensor, Acoustic Doppler current profiler, compass, Doppler volume sampler, conductivity and temperature sensor and so on. For the measurement of conductivity and temperature parameters, seabird CT/CTD sensors are used in the data buoy system. Various accessories such as induction modem, induction cable coupler, interface cables, screws, antifouling device, sensor guard etc are also required to communicate, safeguard the sensing probe and to avoid the fouling etc.
2. **Technical Specifications:**

Line	Description	Part No
1	SCREW, 8-32 X 3/8 FH PHILLIPS, TITANIUM	30859
2	MACH SCREW, 8-32 X 1/2 FH, PHILIPS, TITANIUM	30544
3	CAP SCREW, 8-32 X 1/4" SH, TITANIUM Harmonized	31755
4	SCREW, 10-32 X 3/8 FH PHILIPS, TITANIUM	31118
5	SCREW, 10-32 X 1/2" FH PHILIPS, TITANIUM	31089
6	BOLT, 1/4-20 X 2-1/2" HX HD, TITANIUM	31275
7	NUT, 1/4-20 HEX TITANIUM	30835
8	WASHER, 1/4 " SPLIT RING LOCK , TITANIUM	30633
9	WASHER, 1/4 " FLAT,	30634
10	O-RING PARKAR 2-008N674-70	31019
11	INDUCTIVE MODEM MODULE (IMM)	IMM.100S
12	ICC HD, 100 TURN, 10M, MCIL-2FS CONNECTOR, W/ ACCESSORIES	ICC.41L10- M1S

13	AF24173 ANTI-FOULANT, V2, PR w/ BAG/LABEL	801542
14	Surface Inductive Modem PC board (PN 40928)	SIM- COUPLED
15	CABLE, SBE37, MCIL-4FS TO MCIL-5MP, 4M/33985	173681
16	UNDERWATER INDUCTIVE MODEM	44.2S
17	SBE37 MODULAR MICROCAT SENSOR GUARD	231452
18	MICROCAT SENSOR GUARD	235720
19	SBE37P SENSOR GUARD, W/ ODO	234385
20	SBE37 SENSOR GUARD, PUMPED	235682
21	FERRITE SPLIT-CORE HALF	231069

Signature of the Bidder with Seal