

# **Global Tender for**

**Design, Fabrication, Testing, and supply of Hydraulic Manipulators  
for a 6000 m depth rated manned submersible in Two Bid System**



**NATIONAL INSTITUTE OF OCEAN TECHNOLOGY**

VELACHERY – TAMBARAM MAIN ROAD, NARAYANAPURAM

CHENNAI 600 100



NATIONAL INSTITUTE OF  
OCEAN  
TECHNOLOGY

**NOTICE INVITING TENDER (NIT)**

Form No.

NIOT/S&P/NIT



**e-Tender Schedule**

ननविदासख्य्ा/ Tender No.	<b>NIOT/HVT/1280R/2023-24</b>
कोजारी/ Tender Title	<b>Design, Fabrication, Testing and Supply of Hydraulic Manipulator for a 6000m depth rated Submersible</b>
ननविदाप्रणाली/Tender Mode	<b>CPP Portal (Open Tender- Dual Bid) -Global tender</b>
Tender Issue date	<b>22.03.2024</b>
Tender Closing Date and Time	<b>19.04.2024@11.00Hrs (IST)</b>
Tender Opening Date and Time	<b>19.04.2023@11.30Hrs (IST)</b>
Submission of EMD/ ईएमडिमाकरण	<b>INR 10,96,000/- or USD13240/-</b> a) Scanned copy of the EMD instrument to be uploaded in the CPP portal. b) Original EMD should be submitted through courier/ speed post or in person dropped at the tender box before the closing date and time of the tender
विविदाप्रलखउपलब्थासिान/ Tender Documents available place	Tender documents can be freely downloaded from <a href="mailto:eprocure@nic.in">eprocure@nic.in</a> website <a href="http://www.niot.res.intill">www.niot.res.intill</a> closing date and time of the Tender. The tender document fee is waived for downloading the Tender.
Bidding Type & Tender submission/ बोल्काप्रकार&ननविदाजमाकरन्ा	The tender is being Two Bid system, Techno- commercial Bid and BOQ (Price Bid) should be uploaded separately and electronically through CPP Portal <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a> The price/cost should not be revealed along with the technical bid. In case, the price/cost is revealed the bid is considered as invalid and summarily rejected
ई-ननविदाक्ललयसहायिामनअल/ Help manual for e-tender	Bidders may download the help documents and Bidders manual kit from <a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a> For any technical queries related to operation of the Central Procurement Portal please mail to <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a> Helpdesk numbers are: Mobile Numbers- 91 8826246593 Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.
अपनप्रश्नईमलआईडपरभज/Send your queries to the email ID	<b><a href="mailto:hvt@niot.res.in">hvt@niot.res.in</a></b>

राष्ट्रीयसमद्रप्रौद्योगिकीससथोान **NATIONAL INSTITUTE OF OCEAN TECHNOLOGY**

वेलचरीताम्बरममेनरड **VELACHERY TAMBARAM MAIN ROAD**

नोरायणपुरम, चेन्नई **600 100 NARAYANPURAM, CHENNAI 600 100**

रा.स.प्रौ.स्. िबसाइट/NIOT Website <http://www.niot.res.in/tenders>

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

National institute of Ocean Technology, Chennai invites E-bids for **DESIGN, FABRICATION, TESTING, AND SUPPLY OF HYDRAULIC MANIPULATORS FOR A 6000m DEPTH RATED MANNED SUBMERSIBLE** at NIOT Chennai as per details given below.

**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 Gem portal. 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 NIT documents. The bids are to be submitted (electronically) as per the bidding type indicated in the front page of the NIT... 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 uploaded in the CPP portal only. **The price/cost should not to be revealed in the technical bid, if the price/ cost is revealed, anywhere in the tender will be treated as invalid tender.**

The bids are to be submitted as per the bidding type indicated in the front page of the NIT.

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

The Part-1(Technical bid) and Part-2 (Price bid- BOQ) should be uploaded separately, indicating the Tender No, Tender date, Tender due date and time. 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 portal and to procure if not owned already.

This NIT/ all corrigendum shall form part of the LOI / Contract.

**2.** 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.

### **3. Pre-qualification criteria for bidders**

#### **4.1. Technical criteria**

The bidder/OEM should be an organization with a **minimum 5 years of experience in executing** for design, fabrication, testing, inspection, and supply of hydraulic manipulator for greater than 3000 m water depth The documentary proof towards the above should be uploaded along with the technical bid.

#### **4. 2. Financial criteria**

a) The average annual financial turnover of 'The bidder' during the last three years, ending on 31.03.2023 should be at least **INR1.65 Crore** of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries shall be submitted. The consolidated statement for annual turnover and net worthy duly certified/authenticated by CA shall also be submitted.

b) The net worth of the bidder firm should not be negative on 31.03.2023 'The Relevant Date' and also should have not eroded by more than **30%** (thirty percent) in the last three years, ending on 'The Relevant Date' (i.e.) 31.03.2023.

#### **Note:**

'Doctrine of Substantial Compliance': The Pre-Qualification Bidding (PQB) and Prequalification Criteria (PQC) are for short listing of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the PQB and PQC. Keeping this caveat in view, interpretation by Procuring Entity would be based on

common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

### **INSTRUCTION TO BIDDERS**

I (i) Indigenous manufacturers and their authorized dealer and eligible and they will be considered as Local Supplier Class –I/II for price preferences as per GOI Notification vide **OM bearing No. P-45021/2/2017-PP(BE-II) dated 04<sup>th</sup> June, 2020 and again on 16<sup>th</sup> September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India.**

**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%

**Class I 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 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. –Format as Chapter XVIII is to be submitted.**

(ii) In pursuant of the clarification vide GOI Notification vide OM bearing No. P-45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, GOI that **bidders offering imported products will fall under the category of Non-Local Suppliers** and they can't claim themselves as Class-I local supplier/Class-II local supplier by claiming profit, warehousing, marketing, logistic, freight etc. as local value addition.

(iii) Since it is Global Tender Enquiry (GTE) thus non-supplier in terms of GOI Notification vide **OM bearing No. P-45021/2/2017-PP(BE-II) dated 04<sup>th</sup> June, 2020 and again on 16<sup>th</sup> September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India are also eligible for participation in the tender.**

(iv) **In pursuant of the OM bearing No. F.N. 6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry of Finance, Govt. of India the manufacturer/supplier are not eligible for participation if they are from such country which shares the land border with India. Offered items manufactured in such countries will not be considered.**

II Either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

III Quotation/ Offer/ Bid should preferably be made directly from the manufacturers. Either the agent on behalf of the foreign principle or the foreign principal directly could bid

in a tender, but not both. Further, in cases where agents participate in a tender on behalf of one manufacturer, they should not be allowed to quote on behalf of another manufacturer along with the first manufacturer. Commissions and scope of services to/by the agents should be explicit and transparent in the bids/contracts.

**5.1 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.

**5.2 Contacting NIOT:** No correspondence / discussion / visits whatsoever will not 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)

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

**5.4 Default in Performance:** If any Vendor is not successfully discharging their contractual obligations against the LOI /contract placed 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.

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

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

**8. 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 15 days along with the deliverables as sought in the LOI and copy of power of attorney along with the Board resolution copy authorizing 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, the contract will be signed by NIOT.

**9. 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.

**10. One Bid per Bidder:** (i) 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.  
(ii) The OEM can authorize their agent to submit the bid on their behalf. But both the OEM & their agent cannot bid for the tender.

## **BIDDING CONDITION**

**11. Deadline for Submission of Bids:** e-Bids must be submitted only at the 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 CPP Portal well ahead of closing date and time and avoid any last-minute submission.

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

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

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

**15. 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.

**16. 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 supply of the item.

**17. Bid Validity:** Bids shall valid and open for acceptance for a minimum 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 agree to extend the bid validity by such a time taken by them in addition to above minimum bid validity. A Bid valid for shorter validity will be considered as a conditional bid and treated as invalid tender.

**18. 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 EMD BG

validity.

**19. EMD / Bid security:** The bidder should upload the copy of the instrument of EMD /Bid security of INR **10,96,000/-** in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Bank Guarantee, Insurance surety bond from any of the Commercial Banks drawn in favor of the Director NIOT.

The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. After identifying the successful bidders, the EMD of the unsuccessful bidders shall be returned without interest after other than the MSME registered vendors. The EMD / Bid Security of the successful bidder will be returned after receipt of the performance security. 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 rupees

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. 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/ Bid security 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 every 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

**20. Conditional offers: Conditional offers** will not be accepted, and will not consider for evaluation.

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

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

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

**24. 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 of bid/tender.

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

**26. 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.

**27. Partial Delivery:** In general items/goods are to be delivered as per the delivery schedule in full quantity. 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 LOI/Contract.

**28. Unsolicited Post-Tender Reduction:** The bidder shall note that any unsolicited post-tender reduction by them would disqualify them from participating in this as well as future tenders apart from forfeiting the EMD submitted or any other Bank Guarantee submitted.

**29. Modifications to Bids:** The Bidder shall not make any modifications to the bids after the closing date unless specifically requested for by NIOT. In case certain clarifications are sought by NIOT after opening of tenders, then the reply should be restricted to the clarification sought. Any bidder who modifies his bids (including a modification which has the effect of altering the value of his offer) after the closing date without any specific communication from NIOT shall make their tender as invalid and liable to be debarred from participation in future Tenders of NIOT as per rule.

#### **TERMS AND CONDITIONS GOVERNING THE BIDDERS**

**30. Currency of bids:**

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

**31. Price:** The price shall include but not limited to

a) Costs of goods/ services covered in this Contract.



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

**32. Taxes and duties:** The IGST will be applicable as per HSN code, for the quotes in INR

**a) Customs Duty:** As per Notification No.51/96-(Customs) dated 23.7.1996; read with amendment Notification No.42/2022-customs dated 13<sup>th</sup> July,2022 withdrawing IGST exemption applies to NIOT.NIOT is entitled for availing Concessional rate of Customs duty @24.49 %. Duty Exemption Certificate, wherever applicable, and as per rules will be issued upon receipt of order acceptance and specific request.

**b) 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 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.

**33.Guaranteed time of delivery:** The time of delivery including testing and handing over in satisfactory condition is the essence of the contract and the item should be delivered **within 6 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.

**34.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.

**35.Delay in completion / Liquidated Damage (LD):**

If the Contractor fails to deliver the systems/ components within the time specified in the Contract, NIOT shall recover liquidated damages @ 0.5% of the item value per week of delay and maximum 10% of the item value. Essential components is not delivered shall deemed the entire system is delegated and ensuring the clarified for ensuring the total

compliance as per tender specification and ensuring completion of entire system obligation as per the delivery schedule.

**36. Performance Security:** The successful bidders should deposit 5% of the item value as Performance Security within 2 weeks from the date of issue of LOI. The copy of the performance security should be submitted along with the LOI acceptance and the original to be sent through courier. 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 LOI and forfeit the EMD /Bid security.

Bank Guarantee shall be as per prescribed format as per NIOT and valid for 60 days beyond the scheduled delivery / completion period as per LOI / Contract.

**37. Performance/Warranty Bank Guarantee:** Performance/Warranty bank guarantee of 10% of the c value 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 and balance 10% will be released after completion of the warranty period. If performance bank guarantee is submitted, then 100% will be released. Bidder should clearly mention their acceptance to this effect in their quote.

**38. Payment: NO ADVANCE PAYMENT WILL BE MADE.** 90% of the item value 100% of Freight & Insurance, Packing and Forwarding & Third-party Inspection payment(if applicable) will be release shall be made within 30 days after receipt and acceptance deliverables along with the certified invoice and all other required documents in original from the supplier. 10% of the total amount shall be retained for warranty and shall be paid after one year upon completion of warranty. If PBG is submitted 100% payment will be released.

**39. 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.

**40. 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 12 months after acceptance of item. 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 12 months the same shall be extended to NIOT without any restriction whatsoever. NIOT shall promptly notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to NIOT other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex- works or ex-factory or ex-showroom to the final destination. If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, NIOT may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which NIOT may have against the Contractor under the Contract. Also, such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

**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 12 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. 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 bidder 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.

#### **43. 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.

**44. 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. The Indian Agent shall quote on behalf of their OEM and IAC should be indicated in Percent(%) in the unpriced BOQ.

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

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

b. Offer must contain all relevant technical details. Relevant preliminary drawings (if any) pertaining to the quoted designs, duly signed by the authorized official shall be sent along with the quotation. Wherever mentioned, documentary evidence has to be enclosed in the quotation. Any

erasures / over writing shall be counter signed by the person who is signing the bid. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid sign them.

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

**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 is liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above

- (i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of bid shall be considered for this. The Buyer will also have the right to recover any such amount from any Contracts in vogue with the Government of India.
- a). Details of all Agents will be disclosed at the time of submission of offers and within two weeks of engagement of an Agent at any subsequent stage of procurement.
- b). The Seller is required to disclose termination of the agreement with the Agent, within two weeks of the agreement having been terminated.
- c). NIOT/MoES reserves the right to inform the Seller at any stage that the Agent so engaged is not acceptable where upon it would be incumbent on the Seller either to interact with NIOT/MoES directly or engage another Agent. The decision of NIOT/MoES on rejection of the Agent shall be final and be effective immediately.
- d). All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the NIOT/MoES.
- e). The Agent will not be engaged to manipulate or in any way to recommend to any 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

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

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

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

**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. Fundamental Principle of Public Buying:**

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

juridical person, has a controlling ownership interest or who exercises control through other means.

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification
- v). An agent is a person employed to do any act for another, or to represent another in dealings with third person
  - vi). The successful bidder(contractor) shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent authority.

**48. 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.

**49. 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.

**50. 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.

**Code of Integrity for Public Procurement**

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:

(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 comes to a conclusion 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.

## **51. 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 e-wizard portal through a corrigendum.

## **52. 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.

## **53. 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.

## **54. 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.

#### **55. 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

Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

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

**a)** 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.

#### **b) 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)**

**57.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.

**58.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.

**59.The import quotation** should be in DAP, (Delivery at place should be by Air Freight for light weight / low volume / fragile cargos and Sea freight for heavy weight / large volume cargo) **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. The quotation should exclusively specify FOB cost, insurance, Air/Sea freight element and local agency commission if any to be paid in Indian Rupees. The responsibility of customs clearance, payment of customs duty and inland transportation to NIOT will be done by NIOT. During evaluation of the price bid, Customs duty and clearance charges @25% shall be loaded to arrive the landed cost at NIOT.

### **60.Import and Export Licenses**

**60.1** If the items are covered under restricted category of EXIM policy in India the bidder may intimate such information for obtaining necessary, license in India or Export licenses in the bidder country.

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

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

**62.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.

**63.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.

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

**65. 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.

**66. Third Party Inspection:**

The Third-Party Inspection (for pre-shipment) is mandatory only for OEM direct execution and payment negotiated through Letter of credit. The Third-Party Inspection shall be conducted by DNV/SGS/Lloyds/TUV/ABS or any other IACS Agency. The inspection shall be either at airport point of loading or at the Suppliers factory before dispatch of cargo. Bidders are requested to mention the inspection charges explicitly in their quote. Third party inspection charges at actual will be reimbursed on submission of separate invoice for TPI charges (along with the inspection report and invoice issued by the third-party inspection agency) while furnishing the commercial invoice for supply. In the absence of separate invoice, tax deduction at source @10% of the quoted TPI charges will be deducted as per IT provision of Govt. of India.

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

**67. Payment:** NO ADVANCE PAYMENT WILL BE MADE 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 and 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. Balance 10% will be released through wire transfer after completion of the warranty period. If PBG is submitted 100% payment will be released.

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

**69. 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.

**70. Customs Clearance:**

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

2. Rs.10000/- (approx. \$150) per day shall be levied for delay in filling bill of entry beyond three days of arrival of the vessel or aircraft
3. This has come into effect on 31.03.2017.
4. Customs duty on bill of entry to be paid on the same day failing which penal interest payable on customs duty.
5. Free customs clearance period is reduced to 2 days from 3. Hence, it is requested to note this change and ensure that all/ complete documents (1. Airway bill, 2. Invoice copy 3. Packing List 4. Insurance Copy) at least 02 working days prior on the date of arrival of the shipment at Chennai airport so that bill entries are filed by NIOT. If any delay is attributable to the shipper on the above, the penalty/penal interest will be adjusted in shipper's invoice from due payment.

## **71. 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 No.43.

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.

## **72. Conflict of Interest**

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

(2) The NIOT/Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the NIOT/Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the NIOT / Authority

- (i) An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if the applicant, its consortium member the "Member") or Associate (or any constituent thereof)and any other Applicant, its consortium member or Associate(or any constituent

thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five percent) of the subscribed and paid up equity share Capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 13.1(c)(i), in direct shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of in direct shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) A constituent of such Applicant is also a constituent of another Applicant; or
- (iii) Such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (iv) Such Applicant as the same legal representative for purposes of this Application as any other Applicant; or
- (v) Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (vi) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the NIOT/ Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (vii) A firm which has been engaged by the NIOT/Authority to provide goods or works or Services for a project, and its Associates, will be disqualified from providing consulting services for the same project, conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.

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

#### **74. Clarifications**

Applicants requiring any clarification on the RFP 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. 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.

#### **75. 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

#### **76. 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 format at annexure-IX. All the bidder has to be submitted the IP format along with bid. The successful bidder should sign the IP in original and to submit along with the contract.

#### **61. 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)

S. No	Particulars	Yes	No	Page Ref
1	Whether EMD for <b>INR 10, 96, 000/-</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/warranty Security is acceptable?			
6	Whether submission of 10% of the supply value as Performance warranty Bank Guarantee is acceptable?			
7	Whether quote is valid for 120 days from the date of tender opening or time specified in the tender document whichever is later?			
8	Whether payment terms of the tender is complied with?			
9	Whether INCOTERM 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 of six month is acceptable as per the tender.			
14	Whether the warranty period (minimum 12 months) is acceptable as per the tender.			
15	Bidder is responsible for all performance benchmarks and the quote should contain an undertaking certifying the same.			
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?			

## 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: Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible

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 confirms ..... (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 8th February, 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 "Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible"

We also undertake that "Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible" 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 manipulator 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 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: Model Consortium Agreement

This Consortium Agreement ("**Agreement**") entered into at Chennai, India on this day of \_\_\_\_\_ 2022

BY AND BETWEEN

M/s. \_\_\_\_\_, an entity constituted in accordance with the laws of [Name of the Country] and having its Office at \_\_\_\_\_, acting through its duly authorized representative, Mr. / Ms. \_\_\_\_\_ [Please insert name and designation] (hereinafter referred to as the 'First Participant Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, authorized representatives, administrators, and permitted assigns) of the First Part;

AND

M/s. \_\_\_\_\_, an entity constituted in accordance with the laws of [Name of the Country] and having its Office at \_\_\_\_\_, acting through its duly authorized representative, Mr. / Ms. \_\_\_\_\_ [Please insert name and designation] (hereinafter referred to as the 'Second Participant Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, authorized representatives, administrators, and permitted assigns) of the Other Part.

WHEREAS National Institute of Ocean Technology, being a Society incorporated under the laws of Government of India and having its Registered Office at NIOT Campus, Velachery-Tambaram Main Road, Pallikaranai, Chennai – 600 100, Tamilnadu, India (hereinafter called "NIOT") had invited bids for ----- (hereinafter called the "Project") and the bid conditions require that the applicants bidding for the same should form a Consortium for bidding as well as executing the Project.

AND WHEREAS the Parties of the First and Second Parts jointly satisfy the eligibility criteria laid down by NIOT for participating in the bidding process by forming a Consortium between themselves.

The Parties hereby form such a Consortium subject to the following terms and conditions and this Agreement shall form a part and parcel of the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible if and when awarded to the Parties hereto:

1. **Object:**

The object of this agreement is for the parties herein to arrive at a strategic understanding with each other to pool their resources, cooperate with each other and jointly prepare and submit their bid and in case the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible awarded for execution of the Project by NIOT, to take up the same and implement it as per its terms.

2. **Exclusivity:**

- 2.1 The Parties herein agree that no party shall withdraw from this Agreement at the time of bidding as well as during the execution of the Project and the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible (if awarded) for any reason, whatsoever, without the prior written approval and consent of NIOT.
- 2.2 The Parties herein also have represented and assured each other that they will abide by and be bound by the terms and conditions stipulated by NIOT for awarding the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible including signing contract with all stake holders/foreign principal in the execution of this Agreement and the above-mentioned Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible.
3. **Project Coordinator:**  
After the bidding process, if the contract is awarded to the Parties herein as a Consortium, the Parties hereby agree that the Party of the First Part shall act as the Lead Partner for self and on behalf of the other parties and shall enter into and execute the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible for itself and on behalf of the other parties. The parties herein further declare and confirm that they are jointly and severally bound to NIOT for execution of the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible in accordance with its terms and shall jointly and severally be liable to NIOT to perform all contractual obligations, including technical guarantees mentioned therein and in this Agreement. The Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all Partners of the Consortium.
4. **Responsibility and Obligations of the Parties:**  
The responsibilities and obligations of each of the Parties herein shall be as delineated in Appendix-1 to this Agreement. In line with the past experience and specialization of the Parties herein each Party will be responsible for the work allocated to them as per Appendix-1 aforesaid. **It is agreed that the financial responsibility of the works identified in Appendix-1 shall be as described against each item by respective consortium partner.** It is further agreed that the above-mentioned sharing of responsibilities and obligations shall not in any way be a limitation to the joint and several responsibilities of the Parties herein to NIOT under the project or the Agreement Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible (if awarded by NIOT).
5. **Cooperation:**
- 5.1 The Lead Partner undertakes to cooperate with the other Parties in order to ensure smooth performance and execution of the Project and the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible (if awarded by NIOT). The Lead Partner undertakes to provide NIOT with all information at its disposal for due performance of the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible, (in case the



same is awarded by NIOT). The Parties herein also undertake to inform in time each other and NIOT regarding any financial problems or other impediments which may have an impact on the timely execution of the Project or performance of the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible, (if awarded by NIOT) and shall take all remedial measures to ensure successful performance of all the obligations of the consortium hereunder and under the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible, (if awarded by NIOT).

5.2 Notwithstanding the Lead Partner's liability in terms of this Agreement, each Party shall be fully responsible, liable and accountable for all financial transactions under this Agreement and the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible and each Party shall pay its own taxes and make other statutory and mandatory payments / taxes / duties. The Parties herein further undertake to ensure that all applicable legal regulations are observed, appropriate records are kept of all financial transactions and appropriate documentation, including, but not limited to contracts, orders and confirmations, receipts and invoices, time sheets of staff and payroll calculations are retained for all matters pertaining to this Agreement and the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible, (if awarded by NIOT).

5.3 The Lead Partner shall be responsible to maintain contact with NIOT and request clarification, guidance or advice whenever needed. The other Parties herein shall route all their requests with regard to clarification and guidance through the Lead Partner.

6. **Conflict of Interest:**

The Parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the Agreement or the project or the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible, (if awarded by NIOT) and also to identify any conflict of interest so that NIOT can consult with the Lead Partner and other Parties to sort out such conflicts.

7. **Post Contract Liabilities:**

For any loss or damage on account of any breach of this Agreement or the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible, (if awarded by NIOT) or any shortfall in the execution of the Project (if awarded by NIOT) meeting the guaranteed performance / parameters as per technical specifications / documents relating to the Tender or the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible, (if awarded by NIOT), the Lead Partner as well as the other Parties undertake to promptly make good such loss or damage on NIOT's demand without any demur. NIOT shall have the right to proceed against any one of the Parties herein in this regard and it shall neither be necessary nor obligatory on the part of NIOT to

proceed against the Lead Partner before proceeding against the other Parties herein.

8. **Assignment:**

The rights and obligations of First and Second Participant Member under this Agreement shall not be assigned to any third party without the prior written consent of NIOT.

9. **Employers' responsibility:**

Each Party will be responsible according to the applicable laws and rules for their own personnel and property.

9.1 **Roles and Responsibilities:**

The role and responsibilities of each of the consortium partners is indicated at Appendix I.

10. **Insurance:**

The Parties herein shall at their own expense take out and maintain insurance cover as may be necessary to cover their liabilities.

The contractor shall obtain and maintain insurance policies for self and his subcontractors of adequate value for its personnel, property, to cover workmen's compensation insurance as per law, employers liability insurance for bodily injuries & occupational diseases, comprehensive general liability insurance for bodily injuries and property damages to cover legal liabilities in India to third parties in respect of third party property damage or loss or personal injury or death of any third party in connection with the work and copies of such policies shall be provided to NIOT for review.

11. **Applicable Law:**

This Consortium Agreement shall be governed, construed and interpreted in accordance with the laws of India and the Courts in Chennai shall have the exclusive jurisdiction in all matters arising hereunder.

12. **Further documents:**

To meet the requirements of bid documents or any other stipulations of NIOT, if it becomes necessary to execute and record any other documents amongst the Parties to this Agreement, the Parties herein undertake to do the needful and to participate in the same for the performance of the said Project (if awarded).

13. **Part of Contract:**

It is further agreed by the Parties herein that this Consortium Agreement shall be irrevocable and shall form an integral part of the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible, (if awarded) and shall continue to be enforceable against the Parties herein by NIOT till the terms of the Agreement for Design, fabrication, testing, and supply of hydraulic manipulators for a 6000 m depth rated manned submersible (if awarded) are fulfilled. It shall be effective on the date first mentioned above for all purposes and intends.

IN WITNESS WHEREOF, the Parties herein have through their respective authorized representatives have executed these presents and affixed their hands and common seal of the respective companies on the day, month and year aforementioned.

**For M/s. \_\_\_\_\_ (To be signed by all Consortium partners duly indicating their designation and official seal)**

**WITNESS**

**Name:**

**Designation:**

**For M/s. \_\_\_\_\_**

( \_\_\_\_\_ )

## **Annexure XI**

### **Pre-contract Integrity Pact**

#### **General**

This pre-contract Agreement (herein after called the Integrity Pact) is made on ----- day of the month of 2024, between on one hand, the President of India acting through Shri-----Designation of the Officer, Ministry/Department, 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 M/s-----represented by Shri----, Chief Executive Officer (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 to bid for Tender on ..... 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/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered in to 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 here to here by agree to enter in to this Integrity Pact and agree as follows:

1. 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 advantage 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-contractor 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 Contractor for bearing to do or having done

any act in relation to the obtaining or execution of the contractor any other contract with the Government for showing or for bearing to show favour or disfavor to any person in relation to the contractor 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 defence 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 connection 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 be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1.1 While submitting commercial bid, the BIDDER shall deposit an amount INR 1096000/- as Earnest Money/Security Deposit, with the buyer as per the following instruments:

1. Bank Draft or a Pay order in favour of \_\_\_\_\_
2. 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.
3. 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 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 there on 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 afore said 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 middle man 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 as soon as 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 subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 8. Independent Monitors

1.1 The BUYER has appointed Independent Monitors (here in after 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,  
New Delhi – 110075.

- 1.2 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.
- 1.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 1.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 1.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 1.6 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.
- 1.7 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.
- 1.8 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 up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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 here by sign this Integrity Pact at-----on-----

DIRECTOR

BIDDER

NATIONAL INSTITUTE OF OCEAN TECHNOLOGY

CHIEF EXECUTIVE OFFICER

MINISTRY OF EARTH SCIENCES

Witness

Witness

1. -----

1. -----

**Annexure XII to NIT**

**Technical Specification and  
Special Conditions of Contract (SCC)**

**for**

**Design, fabrication, testing, and supply of Hydraulic  
Manipulator for a 6000 m depth rated manned submersible**

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## 1. Introduction

National Institute of Ocean Technology (NIOT) is an autonomous institute under the Ministry of Earth Sciences (MoES), Government of India, Chennai. The institute is involved in developing and promoting technology for ocean energy, resource exploration from deep oceans, ocean observation, and oceanographic applications.

Following are some of the technologies developed and commissioned by NIOT during the past twenty-five years.

- a) Work class remotely operated vehicle (ROSUB 6000) for 6000 m water depth.
- b) In-situ soil tester rated for 6000 m water depth.
- c) Crawler-based sea bed mining system for 500 meters depth rating.
- d) Low-temperature thermal desalination (LTTD) plant for islands and demonstration of 1 MLD barge-mounted LTTD plant.
- e) Ocean data buoys and tsunami warning system for Indian waters.
- f) Drifters and ARGO profiling floats.
- g) Acoustic tide gauges in major ports of India and neighboring countries.
- h) Coastal protection measures and coastal zone management.
- i) Marine biotechnology related activities.
- j) NIOT / MoES have state-of-the-art ocean research vessels (ORV) for its research explorations and surveys namely ORV Sagar Nidhi, ORV Sagar Kanya, and a few more.
- k) NIOT has a hyperbaric chamber capable of testing subsea systems up to a hydrostatic pressure of 900 bar and many more testing laboratories.

For further information refer to the website [www.niot.res.in](http://www.niot.res.in)

As a part of the program envisaged by the Ministry of Earth Sciences, Government of India, NIOT is interested in realizing a **hydraulic manipulator** for a 6000 m water depth rated human-occupied vehicle (manned submersible) using **aluminium alloy** for the following applications.

1. To carryout exploration of deep ocean mineral and energy resources.
2. To support scientific investigation and sampling from deep ocean basins.
3. Provide engineering support for the developmental projects in deep waters.
4. Search and recovery operations.

To achieve the above, NIOT invites quotations from potential bidders for carrying out the design, fabrication, testing, and supply of **hydraulic manipulator** for the manned submersible.

Interested companies/agencies/institutes having sufficient experience, expertise, and capabilities and also satisfying the pre-qualification conditions given in the subsequent paragraphs shall submit a proposal as per the instructions in the tender.

## 2. Scope of supply

The scope of work under this tender covers fabrication, testing and supply of hydraulic manipulator to NIOT, Chennai. All stage inspections shall be reviewed by NIOT for the complete hydraulic manipulator as per approved Inspection Test Plan (ITP) / Quality Assurance Program (QAP).

Table.1. Scope of supply

S. No	Component name	Material	Quantity	Estimated weight in air
1.	7 Function hydraulic manipulator with portable control electronics and	Aluminium alloy (AA6061-T6)	1*	< 100 kg / manipulator (Robotic arms only)
* Two 7 function hydraulic manipulators with single portable control electronics and display.				

## 3. Technical requirement

### 3.1. Technical specification

S. No	Specification	7 Function
1	Manipulator type	Hydraulic powered
2	Material of construction	Aluminium Alloy (AA6061-T6) (Anodized)
3	Horizontal reach	> 1900 mm
4	Vertical reach	>1900 mm
5	Stowed height	<1150 mm
6	Maximum lift capacity	> 200 kg
7	Lift capacity at full extension	> 90 kg
8	Degrees of freedom of motion	6+ gripper (7 DOF)
9	Weight in air	< 100 kg / Manipulator (Robotic arms)

10	Operating depth	6000 MSW
11	Hydraulic operating pressure	90 to 210 bar
12	Hydraulic flow rate	18 to 22 LPM
13	Hydraulic filtration	25µ
14	Hydraulic fluid type	MIL-PRF-5606H
15	Mode of operation	Position control
16	Operator control unit	Portable console with display
17	Telemetry	RS-485 / Ethernet
18	Power and Voltage of control display unit	< 50 W and 24 VDC
19	Power and Voltage of arm controller module	< 200 W and 24 VDC

### 3.2. Inspection, examination, and testing

- a) Supplier shall submit a detailed Inspection Test Plan/Quality Assurance Plan to NIOT for approval.
- b) Inspection and testing shall be carried out in a manner satisfactory to NIOT and as per the tender specification.
- c) Parts found unsatisfactory with reference to workmanship and/or material shall be replaced by parts that are satisfactory, by the supplier free of charge. Defects that may appear during fabrication shall be repaired/replaced in a manner acceptable to NIOT.
- d) The supplier shall maintain records of all inspections and tests and these records shall be made freely available to NIOT.
- e) In the event of any failure of any parts to meet an inspection or test requirement specified herein, the supplier shall notify NIOT. The supplier must obtain permission from NIOT before the repair is undertaken. If repairs, including redesign, are likely to affect the results of tests or work previously completed, appropriate re-inspection and re-testing shall be carried out. The quality control procedures are to be followed to ensure satisfactory repair subject to the approval of NIOT.



- f) Besides other non-destructive examinations, the visual examination shall be carried out on all the parts at various stages of inspection for checking the dimensions, tolerances, distortions, fit-ups, alignment, workmanship, etc.,
- g) All intermediate tests shall be followed by test reports.

### **3.3. Testing**

All tests have to be carried out as per approved Inspection Test Plan(ITP) / Quality Assurance Plan (QAP).

1. The test shall be carried out in conjunction with all load bearing structures affected by lifting loads in order that the respective connections be included in the test.
2. Prior to the load test the lifting point welds are to be subjected to 100% RT and UT. After the load test, the load-bearing components of the structure have to undergo visual examination.
3. All tests have to be witnessed by NIOT or by a third party.

### **3.4. Quality standards**

All stage inspections and approvals are as per approved quality assurance plan/inspection test plan.

### **3.5. Documents to be supplied**

1. A brief manufacturer's data report on raw material, raw material testing, fabrication methodology, testing procedure, quality assurance procedure/ inspection test plan, quality standards.
2. Manipulator system operations/Maintenance manual.

## **4. Scope of work / Deliverables**

The successful bidder shall submit an indicative project execution plan covering the following but not limited to

1. Submission of detailed Inspection Test Plan (ITP)/Quality Assurance Plan (QAP).
2. Preparation of detailed fabrication drawings. based on approved design drawings.
3. Manufacturer's data report on raw material, raw material testing, fabrication methodology, quality control and assurance standards, inspection, and testing.
4. Integration of all sub-assemblies as per approved fabrication drawings.
5. Non-destructive testing of weld joints as per NDT plan and drawing.
6. Load testing as per approved load testing procedure and as per approved ITP.
7. Submission of test reports to NIOT.

8. Delivery of hydraulic manipulator at NIOT, Chennai.

## 5. Acceptance criteria

1. Completion of stages of development as per tender.
2. Acceptance criteria based on approved ITP/QAP.

## 6. General information

1. The documents shall include design, fabrication drawings, bill of materials, Quality Assurance Programme, NDT procedures, Load testing procedure etc.,
2. The supplier should provide the raw materials manufacturer test certificate (3.2), and mechanical and chemical composition test of material, fabrication stage wise inspection report, NDT, dimension report, load test report to be submitted to NIOT for review. The successful bidder shall proceed with the fabrication process after obtaining the design and fabrication drawing approval from NIOT.
3. On receipt of the confirmed order, a tentative execution plan along with a schedule to be made and submitted to NIOT in one-week time.
4. The fabricator shall submit a detailed weekly progress report along with drawings/reports/photos during design/fabrication/inspection/testing.
5. During the technical evaluation of the proposal, the supplier may be invited for a detailed presentation/discussion for further clarifications, if any, (only if it is deemed necessary) before opening the commercial proposal.
6. An agreement detailing all the aspects of the project, responsibilities, scope of work, administrative procedures, schedule and commercial aspects of the projects shall be effected between NIOT and the selected supplier before embarking on the execution part of it.
7. It is the full responsibility of the supplier to supply the hydraulic manipulator as per the requirement for the intended purpose within the stipulated time period.
8. All transportation shall be the supplier's scope.
9. All other terms and conditions as per our tender enquiry.
10. **Shipping Address:** The Director, National Institute of Ocean Technology, Pallikaranai, Chennai, India.

11. **Warranty:** The product supplied should be free from manufacturing defects and a minimum period of **one-year warranty** from the date of receipt and acceptance at NIOT. Warrenty certificate as per annexure (NIOT format).

**7. Technical compliance sheet(to be filled by Bidder)**

<b>S.No</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>	<b>Remarks</b>
1.	Enclosed proof for meeting Pre-Qualification criteria - Technical Evaluation (as per clause number 7.1).		
2.	Enclosed proof for meeting Pre-Qualification criteria - Financial Evaluation (as per clause number 7.2).		
3.	Submission of drawings, inspection and testing procedure etc.,		
4.	Inspection, review and material properties testing (Clause number 3.2).		
5.	Tests have to be witnessed by NIOT or by a third party		
6.	Supply of 7 function manipulator as per technical specification (Clause number 3.1) and annexure-3.		
7.	Detailed hydraulic manipulator fabrication and supply schedule		
8.	Delivery period not exceeding period mentioned in the tender	_____weeks from the date of purchase order.	

Date:

Signature and seal of vendor

Place:

## Annexure – 1: Technical bid format

### Technical bid (PART A)

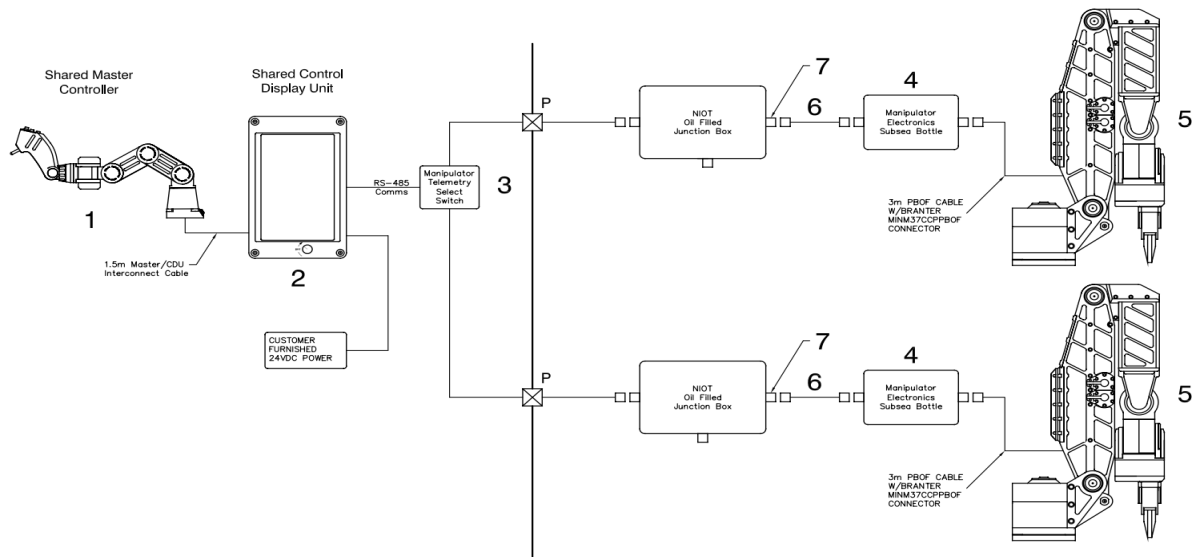
The technical part (PART A) should contain the following

1. Documentation substantiating the pre-qualification conditions (Technical and commercial criteria).
2. Compliance sheet in the company letter head duly filled and signed by the authorized signatory.
3. Signed financial bid in blank format (without cost).

## Annexure – 2: Unpriced bid format

S.No	Description	Quantity	Unit price	Quoted Currency	Total Price
1	7 function hydraulic manipulator (As per annexure-3).	1 set (As per annexure-3)			
2	Spares with tool kit	1 set			
3	Spare Arm Controller Module (ACM)	1 number			
4	Spare control display unit	1 number			
5	Test cables for lab testing	1 set			
6	Freight and Insurance (from Shipper Warehouse to Buyer Warehouse on DAP basis)	LUMPSUM			
7	Packing and Forwarding	LUMPSUM			
8	Third Party Insurance (TPI) (Applicable only to LC Payment)	LUMPSUM			
9	GST (Applicable for Indian bidders)	VALUE			
10	Gross total				

- Annexure – 3: Schematics of manipulator



**Items to be supplied:**

1. Mini-Master controller – 1 number
2. Control display unit – 1 number
3. Manipulator select switch – 1 number
4. Subsea electronics bottle - 2 numbers
5. Manipulator with control valves -2 numbers
6. 5 m molded power/telemetry cable with connectors (**SubCon – MCIL 8F**) and with locking sleeves – 2 numbers
7. Titanium flange connector receptacle (**SubCon – FCR1508MTI**) - 2 numbers
8. 5 m PBOF cable with suitable connectors – 2 numbers
9. Test cables – 1 set

**Spares to be supplied:**

1. Spares with tool kit – 1 set
2. Spare Arm Controller Module (ACM) -1 number
3. Control display unit -1 number