
	NATIONAL INSTITUTE OF OCEAN TECHNOLOGY	NOTICE INVITING TENDER (NIT)		
		Form No.	NIOT/S&P/NIT	
e- Tender Schedule				
ननविदा संख्या / Tender No.		NIOT/HVT/1326R/2024-25		
कोजारी/ Tender Title		7 Function Electric Manipulator for MATSYA 6000		
ननविदाप्रणाली/Tender Mode		CPP Portal (Open Tender- Dual Bid) -Global tender		
Tender Issue date		29.05.2025		
Tender Closing Date and Time		27.06.2025@11.00 Hrs (IST)		
Tender Opening Date and Time		27.06.2025@11.30 Hrs (IST)		
ईएमडी जमा करना Submission of EMD		INR 1654000/- or USD19535/- 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		
निविदा दस्तावेज उपलब्ध स्थान /Tender Documents available place		Tender documents can be freely downloaded from eprocure@nic.in website www.niot.res.in till closing date and time of the Tender. The tender document fee is waived for downloading the Tender.		
बोली का प्रकार और निविदा जमा करना /Bidding Type & Tender submission		The tender is being Two Bid system, Techno- commercial Bid and BOQ (Price Bid) should be uploaded separately and electronically through CPP Portal www.eprocure.gov.in/eprocure/app 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-टेंडर के लिए सहायता मैनुअल /Help Manual for e-tender		Bidders may download the help documents and Bidders manual kit from www.eprocure.gov.in/eprocure/app For any technical queries related to operation of the Central Procurement Portal please mail to support-eproc@nic.in 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.		
अपने प्रश्न ईमेल आईडी पर भेजें /Send your queries to the email ID		hvt@niot.res.in		

राष्ट्रीय महासागर प्रौद्योगिकी संस्थान / **NATIONAL INSTITUTE OF OCEAN TECHNOLOGY**

वेलचरीताम्बरममेनरड / **VELACHERY TAMBARAM MAIN ROAD**

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

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

INTRODUCTION

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

GENERAL CONDITIONS OF CONTRACT (GCC)

National institute of Ocean Technology, Chennai invites E-bids for "**Supply of 7 Function Electric Manipulator for MATSYA 6000**" 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 CPP portal <http://eprocure@nic.in>. The responsibility to ensure timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also attach scanned copies of all the requisite documents i.e. other certificates/documents specified in the 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 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 / Order.

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

3. Pre-qualification criteria for bidders

A) Technical: -

- i. The Bidder or the corresponding OEM (in case the bidder is not the OEM for the Electric Manipulator) should have manufactured and supplied Underwater Electric Manipulators rated for water depth not less than 6000 m at least once during the last 10 years, year ending 31.03.2025.
- ii. Proof of execution/ supply such as copies of delivery acceptance/ copy of purchase order completion certificate/ Third party inspection report for past shipments by authorized certifying agency/ testimonials from past clients etc. to be submitted along with bid. Absence/ non-submission of documentary evidence as any of the above may lead to tender being non-responsive/ invalid.

Note:

"Bidder" including the term "tenderer", "consultant" or "service provider" in certain contexts means any eligible person or firm or company, including a consortium (that is an association of several persons, firms or companies), Authorized distributors, Agents etc. through a valid Original Equipment Manufacturers (OEM) authorization certificate for the purpose of this tender (Model format available in NIOT website) and pre existing valid agreement participating in this tender process.

B) Financial:-

- i) The average annual financial turnover of 'The bidder' during the last three years, ending on 31.03.2024 shall be at least **INR 2.5 Crore** in foreign currency at exchange rate prevalent on 'The Relevant Date' as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries shall be submitted.
- ii) The net worth of the Bidder firm shall not be negative on 31.03.2024, 'The Relevant Date' and also shall have not eroded by more than **30%** (thirty percent) in the last three years, ending on 'The Relevant Date' (i.e.) 31.03.2024.

a) '**Doctrine of Substantial Compliance**': The Pre-Qualification Bidding (PQB) and Pre-Qualification Criteria (PQC) are for short listing of sources who are competent to perform this Order 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.

b) Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and supply of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.

c) Supporting documents submitted by the bidder must be certified as follows:

(i) All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/manufacturing license; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by the person authorized to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.

(ii) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number (PAN).

INSTRUCTION TO BIDDERS

I (i) Indigenous manufacturers and their authorized dealer and eligible are 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 04th June, 2020 and again on 16th September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India.**

(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 04th June, 2020 and again on 16th 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/ Orders.

4. 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. 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

6. Default in Performance: If any Vendor is not successfully discharging their contractual obligations against the Order 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.

7. Goods: LOI Goods should be supplied only on receipt of the purchase Order from NIOT

8. Order Acceptance: The successful bidder should accept the LOI within 15 days from the date of LOI Order, 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.

9. Signing of Contract: The signing of contract will be decided by NIOT if required. On successful evaluation and declaration of the Successful bidder, initially a Letter of Intent will be issued by NIOT. The successful bidder should submit LOI acceptance within 15days 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 Order the copy of the MOA to be submitted, upon receipt of acceptance of LOI and other relevant documents mentioned in LOI, the contract will be signed by NIOT.

10. 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 Order shall not be allowed as a matter of right. The bidders 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 Order, it may require the bidder to execute further agreements with regard to execution/ implementation of the contract.

11. 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

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.

18. Bid Validity: Bids shall be valid and open for acceptance for a minimum period of **120 days** from the date of opening of Un-priced Techno-commercial Bids. when fully compliant tender is submitted by the bidder without any requirement for NIOT to seek additional documents towards evaluation of pre-qualification and/or in ensuring conformance to the specification/requirements of the tender. In the event of any delay in evaluation attributable to the vendor, vendor shall 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.

19. 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.

20. EMD / Bid security: The bidder should upload the copy of the instrument of EMD /Bid security of **INR1654000 /-** 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).

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 bidder shall be adjusted against performance security payable if submitted in DD/refunded if performance security is paid in full /performance security is submitted

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

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

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 affected as stipulated in Order.

29. 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.

30. 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

31. Price:

The price shall include but not limited to

- a) Costs of goods/ services covered in this Order.
- b) Taxes and duties
- c) Transportation and packing cost (Sea/Air worthy packing of internationally acceptable practices withstand transit and Transshipments by sea / air / road / rail)
- d) Cost of handling, documentation, freight, insurance from bidder'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 Order 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 Order 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 13th 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 Order and the item should be delivered **within 28 weeks** from the date of signing of the contract. In the event of part supply, NIOT shall withhold the entire payment until the whole of the supply as per the Order is delivered. The bidder 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 bidder 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 Order delivery date as may be reasonable but without prejudice to other terms and conditions of the Order. Unless the extended delivery period is agreed by NIOT in writing, bidder 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. The performance security bank guarantee also to be extended by the bidder.

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

If the bidder fails to deliver the systems/ components within the time specified in the Order, NIOT shall recover liquidated damages @ 0.5% of the item value per week of delay and maximum 5% 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 Purchase order. The copy of the performance security should be submitted along with the Purchase order 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 Order by the Order in terms of the Order. 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 / Order.

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

38. Warranty: The bidder warrants that the Goods supplied under this Order are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Order. The bidder further warrants that all Goods supplied under this Order shall have no defect arising from design, materials or workmanship or from any act or omission of the bidder 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 at NIOT. 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 bidder 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 bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder 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 bidder, 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 bidder's risk and expense and without prejudice to any other rights which NIOT may have against the bidder under the Order. Also, such failure shall lead to suspension of vendor from participation as deem fit by NIOT.

39. Force Majeure: For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder'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 bidder shall continue to perform its obligations under the Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

40. Disputes/Mediation/Arbitrations:

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 Order. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

41. 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 Indian Agency Commission should be indicated in Percent (%) in the unpriced BOQ.

42. 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 Order (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.

43. Insurance: The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the NIT. If any such damage occurred, the goods shall be replaced

within in the contract price immediately without waiting for the insurance claim, The cost of insurance shall be in the scope of the bidder.

44. 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 Order 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 Order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Order with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Order 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 Order 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 Orders 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 Order to the Seller or to indulge in corrupt and unethical practices.
- f). The Order with the Agent will not be a conditional Order wherein payment made or penalty levied is based, directly or indirectly, on success or failure of the award of the Order.
- g). On demand, the Seller shall provide necessary information/inspection of the relevant financial documents/information, including a copy of the Order(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 Order 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 Order 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 Order. The agency commission payable to the Indian agents shall be normally five percent but not more than the percentage specified in the agency agreement.

45. 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 shall not be allowed to sub- Order works to any bidder from a country which shares a land border with India unless such bidder is registered with the competent authority.

46. ASSIGNMENT AND SUBCONTRACTING: The bidder shall not assign the Order 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 Order without a formal written request and approval by NIOT.

Also, the Order shall not assign the Order 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 Order 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.

47. 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.

48. 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 Orders observe the highest standard of ethics during the procurement and execution of such Orders. 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 Order execution.

(ii) Fraudulent practice

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

(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 Order.

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

(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 Order 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 Orders, 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, bidders 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 Order. 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 Order, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the Order or in executing a Order, 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- Order negotiations; and

iii. Rejection and exclusion of the bidder from the procurement process.

ii) If a Order has already been awarded

i. Cancellation of the relevant Order and recovery of compensation for loss incurred by the Purchaser;

ii. Forfeiture or encashment of any other security or bond relating to the procurement;

iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

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.

49. Amendment to Bidding Documents

In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the CPP portal through a corrigendum.

50. 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.

51. Confidentiality

a) Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of Order award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Order. 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 Order award decisions may result in the rejection of its Bid.

52. 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 Order is awarded.

b) Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or Order 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 Order 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 Order to the Bidder. A negative determination will result in rejection of the Bidder's bid.

53. 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 Order (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 Order terms may not be taken up after a Order has been signed, all such issues should be highlighted before consummation of the Order by the vendor/bidder; and Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

54. 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 Order 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 Order period, the Buyer/Successor of the Principal Company are liable for execution of the Order 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)

55. 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.

56. 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.

57. The import quotation should be in CIP **NIOT, Chennai**. Insurance should be arranged from SHIPPERS WAREHOUSE TO CONSIGNEE'S WAREHOUSE, from reputed Insurance companies only for CIP 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.

58. Import and Export Licenses

58.1 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.

58.2 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

59. Currency of the bid:

Currency once quoted will not be allowed to change.

60. 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.

61. 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.

62. Bank charges:

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

63. 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 bidder account and the same will be debited / Adjusted from the dues payable to bidder. For low volume/low weight cargo, Govt. Postal services only to be utilized.

64. 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.

65. Payment: The Payment will be made through Conditional Letter of Credit for the following stage payment. The letter of credit will be established for 100% of the contract value. On receipt of the deliverable as per each stage and submission of ABG and acceptance, with certified invoice, all the stage payment will be processed and released within 30 days.

Stage 1: Payment of 10% of the contract value against submission of preliminary drawings and project execution plan documents within 30 days of receipt and acceptance of the same at NIOT in hard and soft form. The contractor shall provide BG equivalent to 110% of the payment value.

Stage 2: Payment of 20% of the contract value against submission of the Manufacturing drawings of the Manipulator and the Telemetry POD including the details of the interconnecting cable assemblies and connectors within 30 days of receipt and acceptance of the same at NIOT in hard and soft form. The contractor shall provide BG equivalent to 110% of the payment value.

Stage 3: Payment of 50% of the contract value after completion of the FAT witnessed by the DNV surveyor as mentioned in SCC (S. No. 4 - Testing and DNV Certification/approval) within 30 days from the date of receipt of complete shipping documents at NIOT.

Stage 4: 10% payment after receipt and acceptance of all the items mentioned under "Deliverables" (SCC S. No. 2) at NIOT within 30 days from the date of receipt of complete Invoice along with the all the required documents. All advance BGs will be released along with the Stage 4 payment.

Stage 5: Upon fulfilment of other obligations stipulated in the contract, the balance 10% will be paid after completion of Warranty period OR along with the Stage 4 payment against the submission of equivalent BG covering the entire Warranty period.

66. Performance/Warranty Bank Guarantee: Performance/Warranty bank guarantee of 10% of the contract 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.

67. 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.

68. 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 un cleared and will lie at Bailee's premises at the risk and cost of bidder.

69. 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.

70. Termination of Contract

- 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 within 30 days will be issued to settle the issue on mutually agreed terms with mutual consent. Else, the matter will be referred to the Mediators (IEMs) for their advice/settlement. If the settlement is not fruitful the parties can proceed for arbitration as per the clause 40. During this process the contract will be in live and continue to be live till the termination notice is issued.

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

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, *inter alia*, the time, cost and effort of the NIOT/Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the NIOT / Authority here under or otherwise.

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

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

76. Preference to Make in India

Make in India-Price Preference-MSME Price preference to Local suppliers as per Make in India procurement policy of Govt of India shall refer the order DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 issued by Ministry of Commerce (Govt. of India)

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

'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.

'Class-I Local supplier' means a supplier provider whose product offered for procurement meets the local content of 50% and above.

'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%.

'Non-Local supplier' means a supplier provider whose product offered for procurement meets the local content of less than 20%.

'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.

'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.

Purchase preference: -

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.

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.

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:

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.

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.

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.

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

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:

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'.

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.

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.

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

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.

Verification of Local content:-

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.

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.

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.

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.

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,

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,

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.

Price Preference to MSEs: -

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.

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 up to 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.

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.

MSEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate.

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.

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.

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.

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 Rs. 16,54,000/- or USD19535/- 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 accepted to submit the LOI acceptance within 15 days from the date of receipt of the LOI?			
4	Whether submission of 5% of the LOI value as Performance/warranty Security is acceptable?			
5	Whether submission of 10% of the supply value as Performance warranty Bank Guarantee is acceptable?			
6	Whether quote is valid for 120 days from the date of tender opening or time specified in the tender document whichever is later?			
7	Whether payment terms of the tender is complied with?			
8	Whether INCOTERM DAP NIOT Chennai is complied with?			
9	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?			
10	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
11	Whether liquidated damage as specified in the NIT accepted unconditionally?			
12	Whether the delivery period of 28 weeks from the date signing of the contract is acceptable as per the tender.			
13	Whether the warranty period (minimum 12 months) is acceptable as per the tender.			
14	Bidder is responsible for all performance benchmarks and the quote should contain an undertaking certifying the same.			
15	Whether integrity pact is signed by authority signatory and uploaded			
16	Whether Past track record of quality and service is enclosed?			
17	In case of Dual Bid whether unpriced/blank commercial bid (Part-B) is enclosed in part – A (Technical Bid)?			
18	Whether list of deliverables attached and comply as per tender?			

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

S. No.	Parameter	Requirement	Compliance (Yes/No)
1	Technical Pre-qualification Criteria	The Bidder or the corresponding OEM (in case the bidder is not the OEM for the Electric Manipulator) shall have manufactured/ supplied Underwater Electric Manipulators rated for water depth not less than 6000 m at least once during the last 10 years, year ending 31.03.2025.	
2	Proof of fulfilment of technical pre-qualification Criteria	Proof of execution/ supply such as copies of delivery acceptance/ copy of purchase order completion certificate/ Third party inspection report for past shipments by authorized certifying agency/ testimonials from past clients etc. to be submitted. Absence/ non-submission of documentary evidence as any of the above may lead to tender being non-responsive/ invalid.	
3	Type	Fully Electric Manipulator (all manipulator movements through electric motors/ actuators), electric motors shall be Pressure Balanced-Oil filled. Hydraulic systems will not be accepted other than Pressure Compensator.	
4	Operating water depth	Not less than 6000 m	
5	Lift capacity	Not less than 35 kg at full arm extension	
6	Functions	7 functions - Slew rotation, Shoulder elevation, Elbow elevation, Wrist elevation, Forearm rotation, Jaw rotation, Jaw opening/ closing	

S. No.	Parameter	Requirement	Compliance (Yes/No)
7	Power source voltage	24 V DC or 150 V DC	
8	Voltage tolerance	± (plus, or minus) 10 %	
9	Jaw rotate	Continuous	
10	Jaw rotate speed	0 to 40 rpm or better	
11	Jaw rotate torque	Not less than 20 Nm	
12	Jaw opening	Not less than 120 mm at the tips	
13	Jaw closing force	Not less than 75 kg	
14	Slew	Not less than 100° (end to end)	
15	Reach	Not less than 1500 mm (at maximum extension from slew pivot)	
16	Shoulder Elevation	Not less than 85° (from horizontal)	
17	Elbow bend	Not less than 120°	
18	Forearm rotation	Not less than 300°	
19	Wrist pitch	Not less than 80°	
20	Weight in air	Not greater than 75 kg (without Telemetry POD and Compensator)	
21	Weight in water	Not greater than 55 kg (without Telemetry POD and Compensator)	
22	Material	Hard Anodized Aluminium/ Titanium alloy suitable for sub-sea applications	
23	Serial Interface	RS485/ RS422/ Ethernet	
24	Communication protocol	RS485/ RS422 communication interface command description document shall be provided for interfacing with the NIOT control system.	

S. No.	Parameter	Requirement	Compliance (Yes/No)
25	Full software package (For testing purposes)	In USB flash drive compatible with Windows 10/ 11	
26	Manipulator Telemetry	Motor driver boards, communication cards, internal power supply etc. required for the functioning of the Manipulator shall be supplied.	
27	Telemetry POD (1 atm. pressure case)	Subsea Telemetry housing (to house the Motor driver boards and communication cards etc.) shall be supplied along with the Electric Manipulator.	
28	Design requirement for the Telemetry POD	The POD shall be designed to withstand a pressure of 1153 bar and pressure tested at not less than 728 bar. The design/ Analysis data and test report shall be provided.	
29	Underwater cables and connectors	The cable assemblies and connectors used to connect the individual actuators to the telemetry POD shall be designed for not less than 1212 bar and tested for not less than 728 bar. SubConn circular series connectors designed for 1400 bar and tested to 800 bar is preferred. Pressure test certificate from the OEM shall be provided for all the cables and connectors supplied. The bidder may provide PBOF connector and oil filled tube instead of solid cable. Length of the cable between telemetry POD and individual Actuator shall be communicated to the successful bidder during the placement of order.	

S. No.	Parameter	Requirement	Compliance (Yes/No)
30	Underwater cable and Connectors for interfacing the Telemetry POD to NIOT data-telemetry system	Suitable underwater cable (solid) of 12 m length designed for not less than 1212 bar and tested for not less than 728 bar shall be provided for interfacing the Telemetry POD to NIOT data-telemetry system. Suitable Receptacle (Flanged/ Bulkhead) for mounting on the NIOT Data-telemetry system POD shall also be provided. The cable and receptacle shall also be designed for not less than 1212 bar and tested for not less than 728 bar. SubConn circular series cable and connector designed for 1400 bar and tested to 800 bar is preferred. Pressure test certificate from the OEM of the cable and receptacle shall be provided.	
31	Document support for DNV Certification	As mentioned in testing and DNV certification/ approval (refer sec. 4 in SCC)	
32	FAT	As mentioned in testing and DNV certification/ approval (refer sec. 4 in SCC)	
33	Joystick control station	Suitable joystick control station for the operation shall be provided along with each manipulator.	
34	Pressure Compensator and Oil Filling Kit	Pressure Compensators of suitable capacity and Oil filling kit shall be provided.	
35	Test cable	Test cable for connecting the Telemetry POD to the Power source and the Laptop/ PC (with Serial to USB data converter)	

S. No.	Parameter	Requirement	Compliance (Yes/No)
36	Essential Spares	<p>The following essential spares shall be supplied along with the manipulator:</p> <ol style="list-style-type: none"> 1. Actuator for Pivot, shoulder and Elbow - 1 No. Each 2. complete set of Internal Electronics (Excluding POD – inclusive of motor driver boards, Power supply board, Communication Converter card etc.)- 1 set. 3. Joystick control station - 1 No. 4. Compensating fluid - 25 litres. 5. Complete set of O-rings – 1 set. 	

Section III Price bid format
Price Not to be revealed by the bidder

S. No.	Description	Qty	Quoted Currency	Rate per Unit	Total Amount
1	7-Function Electric Manipulator as per the detailed specification mentioned in S.No 3 (Technical Specifications) in the Special Contract Condition (SCC).	2 nos			
2	Factory Acceptance Test data witnessed and certified by DNV, CoC to order 3.1 for the raw materials, Operation and maintenance manual.	1 set			
3	Essential spares as mentioned in S.No 3.34 of technical Specification in the SCC.	1 set			
4	Freight and Insurance (The insurance to be covered warehouse to warehouse)	LUMPSUM			
5	Third Party Inspection (Only for LC mode of Payment)	LUMPSUM			
6	GST (Applicable to Only to Indian Bidders)	value			
	Total Amount				
	(Amount in words. _____)				

Note:1. The bidders should not reveal their price, anywhere in the technical bid.

2.Pressure testing of the sensor with Inline cable assembly connectors to 728 bar has to be carried out as per DNV IACS and certificates to be submitted during item delivery

Section IV Special Contract Conditions (SCC)

Technical Specification for 7 Function Electric Manipulator for MATSYA 6000.

1. Introduction

NIOT is developing a 6000 m depth rated Manned Submersible (MATSYA 6000). A 7 Function Electric Manipulator is proposed for the Manned Submersible to support the following:

1. Scientific investigation and sampling from deep ocean basins.
2. Engineering support for the developmental projects in deep waters.
3. Search and recovery operations.

The details of the requirements and specifications for the manipulator are provided in the sections below.

2. Deliverables:

S. No	Description of the item	Quantity (Nos)
2.1	7-Function Electric Manipulator, pressure balanced-oil filled, Hard Anodized Aluminium/ Titanium alloy material, along with telemetry POD, interface cables and connectors, software package, oil filling kit, joystick controller, motor drives boards, converter cards, etc., as per the detailed specification given in the Table: 1 of SCC.	2
2.2	Factory Acceptance Test data witnessed and certified by DNV, CoC to order 3.1 for the raw materials, Operation and maintenance manual.	1 set
2.3	Essential spares as mentioned in 3.34	1 set

3. Technical specifications:

S. No.	Parameter	Requirement
3.1	Type	Fully Electric Manipulator (all manipulator movements through electric motors/ actuators), electric motors shall be Pressure Balanced-Oil filled. Hydraulic systems will not be accepted other than Pressure Compensator.
3.2	Operating water depth	Not less than 6000 m
3.3	Lift capacity	Not less than 35 kg at full arm extension
3.4	Functions	7 functions - Slew rotation, Shoulder elevation, Elbow elevation, Wrist elevation, Forearm rotation, Jaw rotation, Jaw opening/ closing
3.5	Power source voltage	24 V DC or 150 V DC
3.6	Voltage tolerance	± (plus, or minus) 10 %
3.7	Jaw rotate	Continuous
3.8	Jaw rotate speed	0 to 40 rpm or better
3.9	Jaw rotate torque	Not less than 20 Nm

3.10	Jaw opening	Not less than 120 mm at the tips
3.11	Jaw closing force	Not less than 75 kg
3.12	Slew	Not less than 100° (end to end)
3.13	Reach	Not less than 1500 mm (at maximum extension from slew pivot)
3.14	Shoulder Elevation	Not less than 85° (from horizontal)
3.15	Elbow bend	Not less than 120°
3.16	Forearm rotation	Not less than 300°
3.17	Wrist pitch	Not less than 80°
3.18	Weight in air	Not greater than 75 kg (without Telemetry POD and Compensator)
3.19	Weight in water	Not greater than 55 kg (without Telemetry POD and Compensator)
3.20	Material	Hard Anodized Aluminium/ Titanium alloy suitable for sub-sea applications
3.21	Serial Interface	RS485/ RS422/ Ethernet
3.22	Communication protocol	RS485/ RS422 communication interface command description document shall be provided for interfacing with the NIOT control system.
3.23	Full software package (For testing purposes)	In USB flash drive compatible with Windows 10/ 11
3.24	Manipulator Telemetry	Motor driver boards, communication cards, internal power supply etc. required for the functioning of the Manipulator shall be supplied.
3.25	Telemetry POD (1 atm. pressure case)	Subsea Telemetry housing (to house the Motor driver boards and communication cards etc.) shall be supplied along with the Electric Manipulator.
3.26	Design requirement for the Telemetry POD	The POD shall be designed to withstand a pressure of 1153 bar and pressure tested at not less than 728 bar. The design/ Analysis data and test report shall be provided.

3.27	Underwater cables and connectors	The cable assemblies and connectors used to connect the individual actuators to the telemetry POD shall be designed for not less than 1212 bar and tested for not less than 728 bar. SubConn circular series connectors designed for 1400 bar and tested to 800 bar is preferred. Pressure test certificate from the OEM shall be provided for all the cables and connectors supplied. The bidder may provide PBOF connector and oil filled tube instead of solid cable. Length of the cable between telemetry POD and individual Actuators shall be communicated to the successful bidder during the placement of order.
3.28	Underwater cable and Connectors for interfacing the Telemetry POD to NIOT data- telemetry system	Suitable underwater cable (solid) of 12 m length designed for not less than 1212 bar and tested for not less than 728 bar shall be provided for interfacing the Telemetry POD to NIOT data-telemetry system. Suitable Receptacle (Flanged/ Bulkhead) for mounting on the NIOT Data-telemetry system POD shall also be provided. The cable and receptacle shall also be designed for not less than 1212 bar and tested for not less than 728 bar. SubConn circular series cable and connector designed for 1400 bar and tested to 800 bar is preferred. Pressure test certificate from the OEM of the cable and receptacle shall be provided.
3.29	Document support for DNV Certification	As mentioned in testing and DNV certification/ approval (refer sec. 4) in SCC
3.30	FAT	As mentioned in testing and DNV certification/ approval (refer sec. 4) in SCC
3.31	Joystick control station	Suitable joystick control station for the operation shall be provided along with each manipulator.
3.32	Pressure Compensator and Oil Filling Kit	Pressure Compensators of suitable capacity and Oil filling kit shall be provided.
3.33	Test cable	Test cable for connecting the Telemetry POD to the Power source and the Laptop/ PC (with Serial to USB data converter)

3.34	Essential Spares	<p>The following essential spares shall be supplied along with the manipulator:</p> <ol style="list-style-type: none"> 1. Actuator for Pivot, shoulder and Elbow - 1 No. Each 2. Complete set of Internal Electronics (Excluding POD – inclusive of motor driver boards, Power supply board, Communication Converter card etc.)- 1 set. 3. Joystick control station - 1 No. 4. Compensating fluid - 25 litres. 5. Complete set of O-rings – 1 set.
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4. Testing and DNV certification/approval:

The Manned submersible (MATSYA 6000) being developed by NIOT will be certified by DNV. The Electric Manipulator being part of the manned submersible shall also comply with the DNV certification requirements. The DNV certification will be under the scope of NIOT. The successful bidder shall conduct the tests and provide the requisite documents mentioned below to support the certification process.

The Factory Acceptance Tests (FAT) shall be conducted in the presence of DNV surveyor at the OEM works/ test facility identified. NIOT may depute its representatives to witness the tests (expenses will be borne by NIOT). The successful bidder shall intimate NIOT on the dates of the FAT at least 2 months in advance to arrange the DNV Surveyor and to make necessary arrangements for travel.

FAT shall include the following:

Tests that shall be conducted inside Pressure Chamber:

1. Functional tests of the arm at not less than 728 bar. If it is not possible to do the complete functional test of the arm due to dimensional limitation of the test chamber, the testing of individual actuator at not less than 728 bar shall be done.
2. Pressure test of the POD at not less than 728 bar.

Land based functionality tests:

1. Verification of the movements - Slew rotation, Shoulder elevation, Elbow elevation, Wrist elevation, Forearm rotation, Jaw rotation, Jaw opening/ closing.
2. Arm lifting capacity at full extension.
3. Jaw closing force measurement.

The successful bidder shall provide the following documents to support the DNV Certification:

1. Certificate of Conformity (CoC) to order 3.1 issued by the material manufacturer/ supplier in accordance with DNV 3.1/ EN10204/ equivalent for the raw materials used for the mechanical parts of the manipulator and POD.
2. Manipulator data report on raw materials.
3. Calculations for the Telemetry POD dimensions.
4. Manipulator system operation and maintenance manual.

Note: The successful bidder shall provide the following additional documents directly to DNV (if demanded).

1. The complete drawings of the arm (mechanical and electrical).
2. Dimensional inspection reports for parts when requested in the manufacturing file.
3. Assembly instructions sheets.
4. Actuator and arm test plans.
5. Testing procedure.
6. Fabrication process, Quality Assurance procedure/ Inspection plan.

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: Seven Function Electric Manipulator for MATSYA6000

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. As such ... (Consortium leader)will propose, manage the overall project, coordinate with team members, and manage formal reports and communications with NIOT. Upon Order 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 Order 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 ____ 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
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 Order 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 Order, 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 - IV
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-V
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-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 = Import Content

Y =Local Content

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

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

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 IX

Self-Certification under preference to Make in India order Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 issued by Ministry of Commerce and Industry and subsequent amendment of the order dt 16th September 2020 we hereby certify that we M/s. are local supplier meeting the requirement of minimum local content (i.e. amount of value addition)% as defined in above orders for the item/s against Enquiry/Tender No Details of location at which local value addition is made for the item/s are as follows

.....
.....
.....

We also understand 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 upto two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of vendor with stamp

Annexure - X
PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____, between on one hand, the President of India acting through Prof. Balaji Ramakrishnan Director 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 _____ (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 buy "Seven Function Electric Manipulator for MATSYA6000" and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW THEREFORE,

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

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

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

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

Commitments of the BUYER

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

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

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

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

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

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

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

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

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

3.6 The BIDDER, either while presenting the bid or during pre contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in 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)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount **1654000** as Earnest Money/Security Deposit, with the buyer as per the following instruments:

- i) Bank Draft or a Pay order in favour of _____
- ii) 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.
- iii) Any other mode or through any other instrument (to be specified in the RFP)

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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

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

6. Sanctions for Violations

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

i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of Five years, which may be further extended at the discretion of the BUYER.

viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption ACT, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

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

8. Independent Monitors

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

Shri. Ajay Kumar Lal, IRAS(Retd)

E-mail: ajay_k_lal@yahoo.com

Mobile: 9560712003

Address: HIG, Block 3A/101A, Motia Khan (near Jhandewalan Temple), D.B. Gupta Road, New Delhi-110015.

Shri.Pavan Kumar Jain, IDSE(Retd)

E-mail: msgpkj@gmail.com

Mobile:9313498388

Address:A-402, Shree Ganesh Apartments,
Plot No. 12B, Sector-7,Dwarka,
NewDelhi 110075

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

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

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

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest,

unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

13. The parties hereby sign this Integrity Pact at NIOT Chennai on _____.

DIRECTOR

National Institute of Ocean Technology
Ministry of Earth Sciences

BIDDER

M/s.

Witness

Witness

1. _____

1. _____

2. _____

2. _____