



NATIONAL INSTITUTE OF  
OCEAN TECHNOLOGY

**NOTICE INVITING TENDER (NIT)**

Form No.

NIOT/S&P/NIT



**e-Tender Schedule**

|                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ननविदासख्या/ Tender No.                                      | <b>NIOT/HVT/1173R/2022-23</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| कोजारी/ Tender Title                                         | <b>Conductivity temperature Depth Sensor for Open Ocean Measurements</b>                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| ननविदाप्रणाली/Tender Mode                                    | <b>e-tender (Open Tender- Single Bid) – Global</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ननविदाजारीहोनकीनथि/ Tender Issue date                        | <b>21.11.2022</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| ननविदाबदहोनकीनिथििसमय/ Tender Closing Date and Time          | <b>16.12.2022 at 11.00 AM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| ननविदाखलनकीनिथििसमय/ Tender Opening Date and Time            | <b>16.12.2022 at 11.30 AM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Submission of EMD/ ईएमडजमाकरन                                | <b>INR 68,000 /-</b><br>a) Scanned copy of the EMD instrument to be uploaded in the e-wizard portal.<br>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                                                                                                                                                                                                                                                |
| विविदाप्रखउपलब्थासिान/ Tender Documents available place      | Tender documents can be freely downloaded from <b>www.eprocure.gov.in/eprocure/app</b> and our website <b>www.niot.res.in</b> till closing date and time of the Tender. The tender document fee is waived for downloading the Tender.                                                                                                                                                                                                                                                                        |
| Bidding Type & Tender submission/ बोल्काप्रकार&ननविदाजमाकरना | Single Part Tender comprising of Technical Bid and Price Bid should be submitted electronically through e-Tender Portal <b>www.eprocure.gov.in/eprocure/app</b>                                                                                                                                                                                                                                                                                                                                              |
| ई-ननविदाक्ललयसहायिामनअल/ Help manual for e-tender            | Bidders may download the help documents and Bidders manual kit from <b>www.eprocure.gov.in/eprocure/app</b><br>For any technical queries related to operation of the Central Procurement Portal please mail to <b>support-eproc@nic.in</b><br>Helpdesk numbers are: Mobile Numbers- 91 8826246593<br>Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority. |
| अपनप्रश्नईमलआईडपरभज/Send your queries to the email ID        | <b><a href="mailto:hvt@niot.res.in">hvt@niot.res.in</a> support-eproc@nic.in / cPPP-nic@nic.in</b>                                                                                                                                                                                                                                                                                                                                                                                                           |

राष्ट्रीयसमद्रप्रौद्योगिकीसस्थान NATIONAL INSTITUTE OF OCEAN TECHNOLOGY

वेलचरीताम्बरममेनरड VELACHERY TAMBARAM MAIN ROAD

नोरायणपरम, चेन्नई 600 100 NARAYANPURAM, CHENNAI 600 100

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

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

Bidders may download the help documents and Bidders manual kit and FAQ from [www.eprocure.gov.in/app](http://www.eprocure.gov.in/app). Toll free Helpdesk phone number 180030702232

**a)** For any technical queries related to operation of the Central Procurement Portal please mail to [cppp-nic@nic.in](mailto:cppp-nic@nic.in) OR please call 24 x 7 Toll Free No. **1800 3070 2232** and Mobile Numbers **91 7878007972, 91 7878007973, 91 7574889871, 91 7574889874**.

**b)** In addition to the above numbers, the new helpdesk numbers are: Mobile Numbers- 91 8826246593 **Tel:** The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. Please mail to [support-eproc@nic.in](mailto:support-eproc@nic.in)

**c)** For any policy related matter / clarifications please contact [cppp-doe@nic.in](mailto:cppp-doe@nic.in) - managed by Dept of Expenditure, Min of Finance.

**d)** For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority (NIOT).

**e)** **The prospective Bidders should register themselves in the CPPP Portal and submit the Bids electronically through the CPPP portal. The paper based physical Tender submission is not permitted.**

## INTRODUCTION

National Institute of Ocean Technology (NIOT) is the technical arm of the Ministry of Earth Sciences, Government of India and is involved in developing technology for utilizing ocean resources in an eco-friendly manner. Tender is invited to submit a proposal for the supply of Mooring Line with end Thimbles for Deep Sea Mooring – on rate contract.

### Notice Inviting Tender (NIT)

National institute of Ocean Technology invites e-bids for the supply of **Conductivity Temperature depth Sensor for Open Ocean Measurements** as per specifications attached in at NIOT Chennai as per details given below.

**1. Submission of bids:** Bidders are requested to submit their Bid/quotation in single part containing Technical, Commercial and price bid should be submitted electronically through eProcurement Portal [www.eprocure.gov.in/app](http://www.eprocure.gov.in/app). The responsibility to ensure the timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered and treated as invalid tender. Bidders shall also attach scanned copies of all the requisite documents and other certificates/documents specified in the tender documents. The bids are to be submitted (electronically) as per the bidding type indicated in the front page of the NIT.

**2.NIT:** NIT shall form part of the Purchase order

### **INSTRUCTION TO BIDDERS:**

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

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

**5. Tender Opening:** All the tenderers can participate in the e-tender opening with proper authorization letter from the respective Company. However due to Covid, the participation may be allowed as per the NIOT norms.

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

**7. Goods:** Goods should be supplied only after receipt of purchase order from NIOT

9. **Order Acceptance:** The successful bidder should accept the PO within SEVEN days from the date of receipt of the PO, failing which it shall be presumed that the bidder is not interested, and the EMD submitted will be forfeited.
10. **Change of Name after award:** Request / intimations with regard to change of name of the Purchase ordering company or constitution of the purchase ordering company after the tender opening or award of purchase order shall not be allowed as a matter of right. The bidders/ contractors are required to submit all relevant documents with regard to change of name or /and change of constitution and the circumstances leading to such change beforehand. It shall be the discretion of NIOT to proceed with the purchase order after such changes and in case, NIOT decides to proceed with the purchase order, it may require the bidder / purchase order to execute further agreements with regard to execution/ implementation of the purchase order.
11. **One Bid per Bidder:** A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or as a member of a joint venture, if a bidder submit more than one bid will result in rejection of all the bids.

#### **BIDDING CONDITION**

12. **Deadline for Submission of Bids:** Bids must be received by NIOT at the e-wizard portal specified in the Invitation for Bids cover page on or before the due date/ extended due date thereof.
13. **Due date Extension, Corrigendum to NIT:** Any corrigendum including due date extension for NIT, Pre-bid minutes of meeting will be notified in e-wizard and NIOT website. Hence bidders are requested to watch NIOT website/ e-wizard portal for such due date extension and corrigendum, if any.
14. **In case of the unscheduled holiday in Chennai** being declared on the prescribed closing / opening day of the tender, the next working day will be treated as the scheduled prescribed day of closing/opening day of the tender.
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-receipt of the tender due to any network problem.
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 work to be done; conditions and rates at which stores, tools and plant etc. will be issued to him by NIOT; local conditions and other factors bearing on the execution of the works.
18. **EMD/Bid security:** The EMD/Bid security is mandatory as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the

front page of this tender document. The EMD / Bid security is mandatory requirement as indicated in the cover page and should be submitted along with the technical bid for the value indicated in the front page of this tender document. Bids without EMD will be summarily rejected.

The EMD /bid security may be accepted in the following form

- (1) Insurance Surety Bonds,
- (2) Account Payee Demand Draft (drawn in favour of " NIOT other Receipt Account", Chennai in INR or in equivalent foreign currency),
- (3) Fixed Deposit Receipt,
- (4) Banker's Cheque or Bank Guarantee from any of the Commercial Banks. (Bank Guarantee as per prescribed format available in the NIOT web site at the link  
<https://www.niot.res.in/index.php/vendor/login>
- (5) Online payment in an acceptable form.

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

**MSME Clause:**

"Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed bid securing declaration (format to be enclosed) along with the relevant and valid exemption certificate issue by the appropriate authorities. accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of one year from being eligible to submit Bids for tenders with NIOT and all the departments under MoES." The bid declaration format to be attached.

- 19. Conditions for EMD / Bid Security:** EMD shall be returned / discharged to unsuccessful bidders within 15 days after the expiration of the period of bid validity or placement of order whichever is later. EMD may be forfeited:
- a. If a bidder withdraws, modifies for provided unsolicited offer voluntarily revising the price in whatsoever aspect its bid during the period of bid validity specified by the bidder on the bid form or
  - b. In case of a successful bidder, fails to furnish order acceptance within 15 days of the order and / or fails to furnish Performance Security.

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

- 20. Bid Validity:** Bids shall remain valid and open for acceptance for a minimum period of **120 days** from the date of opening of Un-priced Techno-commercial bids when fully compliant tender is submitted by the bidder without any requirement for NIOT to seek additional documents towards evaluation of pre-qualification and/or in ensuring conformance to the specification/requirements of the tender. In the event of any delay in evaluation attributable to the vendor, bidder shall extend the tender by such a time taken by them in addition to above minimum tender validity period. A bid valid for shorter validity period will be considered as a conditional tender and treated as invalid tender.
- 21. Bid validity extension:** While NIOT will finalize the tender within the bid validity sought as per this NIT, due to circumstances beyond the control of NIOT, prior to expiry of the original bid validity period, **NIOT may request the bidder for a specified extension of the bid validity without modifying RFP or Price.** The request and the responses thereto shall be made in writing. A bidder agreeing to the request will extend the validity of his bid correspondingly.
- 22. Conditional offers** Conditional offer will not be accepted.
- 23. Imports:** e-Quotes covering imports should be in foreign currency for the item to be imported and in INR for the local supply. Since the bidders are permitted to quote in any currency, the payment will be made in the same currency, NIOT shall not compensate for any foreign exchange fluctuations. Indian bidders cannot quote in foreign currency.
- 24. Signing of bids:** Each page of the tender document shall be digitally signed by the bidder and should be uploaded along with other documents.
- 25. The broad configuration:** Specification of the proposed purchase /work are given. Bidders are required to keep their proposal strictly as per the specification prescribed.
- 26. Acceptance of bids:** NIOT may accept or reject any/all tenders including the lowest tender without assigning any reasons whatsoever. NIOT also reserves its right to accept any tender in part or parts only with such conditions as it may prescribe. NIOT is not bound to accept the lowest tender. NIOT expects full technical compliance and expects full scope of integrated supply as per tender specification and do not accept partial tenders.
- 27. The compliance sheet** with reference to the specifications should be furnished against each parameter while submitting the quotation, which is absolutely necessary. THE TENDERER SHALL SUBMIT TECHNICAL & COMMERCIAL COMPLIANCE SHEETS and BOQ (Price bid) separately ALONG WITH THEIR OFFER. TENDERS WITHOUT COMPLIANCE SHEETS WILL NOT BE EVALUATED. The Price bid should be unconditional.

- 28. Canvassing:** Exerting pressure and/or offering inducement in any form by the bidder or by any other person on behalf of the bidder shall disqualify the bid and lead to its rejection.
- 29. Award:** NIOT shall place the Purchase order either consolidated or separately for each of the title.
- 30. Commercial compliance** as per the NIT shall be furnished along with the offer.
- 31. Unrealistic bids** with either cost which is impossible to achieve or for bidders who show that they are completely inexperienced or have completely inappropriate equipment will be rejected.

### **TERMS AND CONDITIONS GOVERNING THE CONTRACT**

**32. Currency of bids:**

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

**33. Guaranteed time of delivery – specific performance of contract:** The time of delivery including testing and handing over in satisfactory condition is the essence of the contract and the item should be effected as per schedule given in NIT. In the event of part supply, NIOT shall withhold the entire payment until the whole of the supply as per the order is delivered. In case if the delivery schedule indicated in the NIT is not stipulated as essential criteria, supplier may indicate the period of delivery required for them. The item to be supplied within **10-14 weeks** from the date of Purchase order.

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

**35. Delay in Completion/Liquidated Damage (LD):** If the Contractor shall fail to deliver the systems / components within the time specified in the Contract, NIOT shall recover from the Contractor as liquidated damages a sum of 0.5% of the Contract price of the undelivered systems /components for each calendar weeks of delay. The total liquidated damages shall not exceed 5% (five percent) of the Contract price of

the unit or units so delayed. Systems / components will be deemed to have been delivered only when all essential components parts are also delivered. If any essential components are not delivered in time, the entire system / components will be considered as delayed until such time the missing parts are delivered.

- 36. 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.
- 37. Risk Purchase:** If the Contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery or at any time repudiates the Contract before expiry of such period, NIOT is entitled to cancel the Contract and source remaining items from any parties the stores not delivered at the risk and cost of the defaulting Contractor. No payment claimed for any part supplies made.
- 38. Warranty:** The Contract warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the contractor that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. This warranty should be minimum for the period for **12 months after acceptance of item**. The warranty certificate should be furnished in the prescribed format available on the NIOT web site at the link <https://www.niot.res.in/index.php/vendor/login> in the Contractor letter head. If the Manufacturer standard warranty is more than 12 months the same shall be extended to NIOT without any restriction whatsoever. NIOT shall promptly notify the Contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to NIOT other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex- works or ex-factory or ex-showroom to the final destination. If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, NIOT may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which NIOT may have against the Contractor under the Contract. Also, such failure shall lead to suspension of vendor from participation as deem fit by NIOT.
- 39. Force Majeure:** For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of NIOT either in its sovereign or Contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.



If a Force Majeure situation arises, the Contractor shall promptly notify NIOT in writing of such conditions and the cause thereof. Unless otherwise directed by NIOT in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 40. Discounts:** Bidders are advised not to indicate separate discounts. Discounts, if any, should be duly considered and net rate quoted in the BOQ/Price Bid
- 41. Price:** The price shall include but not limited to
- a) Costs of goods/ services covered in this Contract.
  - b) Taxes and duties
  - c) Transportation and packing cost (Sea/Air worthy packing of internationally acceptable practices withstand transit and Transshipments by sea / air / road / rail)
  - d) Cost of handling, documentation, freight, insurance from Contractor's warehouse up to NIOT warehouse, installation and commissioning of the equipment when part of Contractual obligation.
  - e) Cost towards third party inspection as set forth in the Contract for LC mode of Payment. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the goods proposes to supply under the Contract strictly as per price bid format of tender.
- 42. Fall Clause:**  
The BIDDER undertakes that it has not supplied/ is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that vary 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.
- 43. Taxes and duties:** The rates of taxes and duties will be as per Indian government norms:
- a) Customs Duty:** As per Notification No.51/96-(Customs) dated 23.7.1996; read with amendment Notification No.42/2022-customs dated 13<sup>th</sup> July,2022 withdrawing IGST exemption applies to NIOT.NIOT is entitled for availing Concessional rate of Customs duty @5.5 %. 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.

#### **44. Performance Security:**

The successful bidders should deposit 3% of the item value as Performance Security within two weeks from the date of issue of LOI. The Performance security may be accepted in the following form

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

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

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

#### **45. Arbitration / Disputes:**

In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through Arbitration by an Arbitrator to be appointed by the Director, NIOT. The 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 a reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the Contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party on their own.

**46. SUBMISSION OF TECHNICAL DOCUMENT:** Specifications are basic essence of the product. The broad configuration / specification of the proposed purchase are given in NIT the Special Conditions of the contract (SCC). It must be ensured that the offers are strictly as per our specifications as mentioned in the Annexure - I of NIT (SCC). At

the same time, it must also be kept in mind that merely copying our specifications in their quotation shall not make firms eligible for consideration. Technically unsuitable offers and offers not confirming to tender schedule shall be rejected.

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

b. Offer must contain all relevant technical details. Relevant preliminary drawings (if any) pertaining to the quoted designs, duly signed by the authorized official shall be sent along with the quotation. Wherever mentioned, documentary evidence has to be enclosed in the quotation. Any erasures / over writing shall be counter signed by the person who is signing the bid. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid sign them.

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

**47. 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.

**48. Agents/ Agency Commission:** The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the Contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/ firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event is liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above

- (i) Prime Lending Rate of State Bank of India for Indian bidders, and (ii) London Inter Bank Offered Rate (LIBOR) for the foreign bidders. The applicable rates on the date of opening of bid shall be considered for this. The Buyer will also have the right to recover any such amount from any Contracts in vogue with the Government of India.
- a). Details of all Agents will be disclosed at the time of submission of offers and within two weeks of engagement of an Agent at any subsequent stage of procurement.
- b). The Seller is required to disclose termination of the agreement with the Agent, within two weeks of the agreement having been terminated.
- c). NIOT/MoES reserves the right to inform the Seller at any stage that the Agent so engaged is not acceptable where upon it would be incumbent on the Seller either to interact with NIOT/MoES directly or engage another Agent. The decision of NIOT/MoES on rejection of the Agent shall be final and be effective immediately.
- d). All payments made to the Agent 12 months prior to tender submission would be disclosed at the time of tender submission and thereafter an annual report of payments would be submitted during the procurement process or upon demand of the NIOT/MoES.
- e). The Agent will not be engaged to manipulate or in any way to recommend to any Functionaries of the Govt. of India, whether officially or unofficially, the award of the Contract to the Seller or to indulge in corrupt and unethical practices.
- f). The Contract with the Agent will not be a conditional Contract wherein payment made or penalty levied is based, directly or indirectly, on success or failure of the award of the Contract.
- g). On demand, the Seller shall provide necessary information/inspection of the relevant financial documents/information, including a copy of the Contract(s) and details of payment terms between the Seller and the Agent engaged by him.
- h). If the equipment being offered by the Seller has been supplied /Contracted with any organisation, public/private in India, the details of the same may be furnished in the technical as well as commercial offers. The Sellers are required to give a written undertaking that they have not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/Department of the Government of India and if the similar system has been supplied at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Seller to any other Ministry/Department of the Government of India at a lower price, then that vary price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the NIOT, if the Contract has already been concluded OR The Seller confirms and declares in the Techno-Commercial bid that they have engaged an agent, individual or firm, for promotion of their product.

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

- a) Name of the Agent

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

**Agency Commission Payment:** Indian Agency commission shall be paid as per prevalent guidelines of Govt. of India, which stipulates payment of agency commission generally after release of all other payments have been made to the OEM/ Principal in terms of the Contract. The agency commission payable to the Indian agents shall be normally five percent but not more than the percentage specified in the agency agreement.

**49. Fundamental Principle of Public Buying:**

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

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

**50. ASSIGNMENT AND SUBCONTRACTING** The Contract shall not assign the Contract or any part thereof, or any benefit or interest therein or hereunder, nor assume a fresh partner or partners nor dissolve the partnership at present subsisting between them in reference to this Contract without a formal written request and approval by NIOT. Also, the Contract shall not assign the Contract or any part thereof, or any benefit or interest therein or hereunder, nor assume a fresh partner or partners nor dissolve the partnership at present subsisting between them in reference to this Contract without a formal written request and approval by NIOT. Also, partnerships or third party vendors during Tender should not be altered without a written approval.

**51. Eligible Bidders**

- a) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

**b)** The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.

## **52. Cost of Bidding**

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

### **a) Code of Integrity for Public Procurement**

**b)** The purchaser requires that the bidders, suppliers and Contracts observe the highest standard of ethics during the procurement and execution of such Contracts.

In pursuit of this policy, the following are defined:

Sr. No.    Term    Meaning

#### **(i) Corrupt practice**

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

#### **(ii) Fraudulent practice**

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

#### **(iii) Collusive practice**

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

#### **(iv) Coercive practice**

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

#### **(v) Anticompetitive practice**

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

#### **(vi) Conflict of interest**

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

### **(vii) Obstructive practice**

materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information

- c) The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- d) The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form as per Annexure-II along with bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of Contracts, banning and blacklisting or action by Competition Commission of India, and so on.

### **e) Obligations for Proactive disclosures**

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

### **f) Punitive Provisions**

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

- i) If his bids are under consideration in any procurement:
  - i. Forfeiture or encashment of bid security;
  - ii. Calling off of any pre-Contract negotiations; and
  - iii. Rejection and exclusion of the bidder from the procurement process.
- ii) If a Contract has already been awarded



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

**g) Provisions in addition to above:**

- i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

**53. Amendment to Bidding Documents**

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

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

- a) To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- b) To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :
  - a) A detailed description of the essential technical and performance characteristics of the goods;
  - b) A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Price- bid ; and
  - c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- c) For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to

the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **55. Confidentiality**

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

## **56. Contacting the Purchaser**

- a)** No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- b)** Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or Contract award may result in rejection of the Bidder's bid.

## **Post qualification**

- c)** In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in the SCC of the NIT.
- d)** The determination will take into account the Eligibility & Qualification criteria listed in the SCC of the NIT and it will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- e)** An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

## **57. Bidder's right to question rejection**

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

- a)** Only a bidder who has participated in the concerned procurement process i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
- b)** In case pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in prequalification bid.
- c)** In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

- d) In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in Special Conditions of Contract (SCC) within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.
- e) Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
- a) Determination of the need for procurement;
  - b) Selection of the mode of procurement or bidding system;
  - c) Choice of selection procedure;
  - d) Provisions limiting participation of bidders in the procurement process;
  - e) The decision to enter into negotiations with the L1 bidder;
  - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
  - g) Issues related to ambiguity in Contract terms may not be taken up after a Contract has been signed, all such issues should be highlighted before consummation of the Contract by the vendor/Contractor; and
  - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

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

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

#### **Amalgamation/Acquisition etc:**

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the Contract period, the Buyer/Successor of the Principal Company are liable for execution of the Contract and also fulfilment of Contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. You may confirm this condition while submitting the bid.

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

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

**60. Documentary evidence:** Relevant literature pertaining to the items quoted such as specification sheet with drawings, handling and storage instructions (if any), routine maintenance instructions (if any), routine test instructions (if any) etc. has to be sent along with the quotation. Wherever the submission of documentary evidence (as proof

of some parameter) is mentioned in the SCC, the same also has to be enclosed in the quotation.

**61. The import quotation** should be in DAP, NIOT, Chennai (DAP should be by Air Freight for light weight / low volume / fragile cargos and Sea freight for heavy weight / large volume cargo). Insurance should be arranged from SHIPPERS WAREHOUSE TO CONSIGNEE'S WAREHOUSE up to installation and commissioning of the equipment from reputed Insurance companies only for DAP value plus 10% or replacement value whichever is higher. NIOT shall be the beneficiary of Insurance Policy. Value of Cargo should be declared in the AWA / Bill of Lading for carriage purpose apart from Custom purpose. Sufficient care should be taken on packing and it should be sea worthy packing as per International standard. The quotation should exclusively specify FOB cost, insurance, Air/Sea freight element and local agency commission if any to be paid in Indian Rupees. The 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 @6% shall be loaded to arrive the landed cost at NIOT.

**62. Import and Export Licenses**

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

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

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

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

**65. Forex fluctuation:** Since bidders are permitted to quote in any currency and also receive payments in that currency, NIOT shall not compensate for any foreign exchange fluctuations. Also, there will be no loading of foreign exchange for deciding the inter-se-ranking of bidders in this tender.

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

**67. Dispatch of goods:** Please note that the dispatch of consignment should be made by Air/Sea freight and not through private courier service since this Institute is empowered to clear the consignments duty exemption from customs as R&D Institutions which will not be applicable for dispatches through private courier service. Any customs duty payable on account of mode of dispatch other than those specified will be to contractor account and the same will be debited / Adjusted from the dues payable to contractor. For low volume/low weight cargo, Govt. Postal services only to be utilized.

**68. Third Party Inspection:**

The Third-Party Inspection (for pre-shipment) is mandatory only for OEM direct execution and payment negotiated through Letter of credit. 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.

**69. Payment:** As per standard terms payment for import will be made through Wire Transfer / Irrevocable Letter of Credit within 30days to be opened through our Banker after supply, acceptance. If the mode of payment is through Irrevocable Letter of Credit, Third Party Inspection report is mandatory, so bidders are requested to mention the rates for TPI charges in the BOQ. NO ADVANCE PAYMENT WILL BE CONSIDERED. 95% of the order value will be paid and balance (5%) will be paid after completion of the entire warranty period through wire transfer.

**70. 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.

**71. Demurrage:** Demurrage Charges, if any, Payable on Account of Delay in Receipt of Advance Copies of Invoice / Shipment Documents will be debited to Your Account. In the absence of clear documentation, the cargo cannot be cleared and cargo will be kept uncleared and will lie at Bailee's premises at the risk and cost of contractor.

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

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.

**73. Termination:** NIOT retain the right to terminate the purchase order in case of violations of any of the terms of the purchase order by giving 15 days notice to the purchase order. Upon such termination, the purchase order shall not be entitled for any payment of consideration apart from NIOT's right to take any lawful action to protect public interest. The LOI/ Purchase order placed will be cancelled and the Performance security BG or any other Bank Guarantee amount will be forfeited.

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

**i.** breach of this Agreement by the Purchase order

**ii.** Not performing the Scope of Work or any other obligation under this Agreement or Tender in accordance with the provisions and schedules of this Agreement or the Tender

**iii.** Violation or contravention of any Legislation on the part of the Purchase order

**iv.** Any negligence or wilful misconduct of Purchase order, which violates any provision of this Agreement

**v.** Infringement of any intellectual property belonging to any third party by the Purchase order

**vi.** Any breach of an agreement or understanding between Purchase order and any and all Third Parties due to which a liability arises on NIOT.

**vii.** Any claim that any representations or warranties contained herein are not true or Any breach thereof

**viii.** Any loss or damage caused by the Purchase order to NIOT, its personnel or property

**ix.** Any loss or damage caused by the Purchase order to any and all Third Parties for which a claim against NIOT has arisen

**x.** Breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Purchase order is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations hereunder

**xi.** Any obligation of the Purchase order performed by NIOT under this Agreement or under any Legislation.

**75. Shipping Instructions:** If Seller uses wood packaging materials such as pallets, crates, boxes, dunnages, cases, skids and pieces of wood used to support or brace cargo being imported into India, it shall be heat treated or fumigated with methyl bromide in accordance with EPA label instructions and include a mark that certifies the wood completed the required treatment under the guidelines for Regulating Wood Packaging Material in International Trade, "ISPM 15 of the International Standards of Phytosanitary Measures (ISPM) and any associated

amendments, revisions or exemption identified by the Regional Plant Quarantine Station, Chennai, India. Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, and invoices. All pallets must be shrink-wrapped or banded.

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

| Sl. No | Particulars                                                                                                                                                             | Yes | No | Page Ref |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----------|
| 1.     | Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated)                                       |     |    |          |
| 2.     | Whether EMD for Rs.68,000/- is enclosed along with the Technical bid                                                                                                    |     |    |          |
| 3.     | Whether accepted to submit the order acceptance within Seven days from the date of order?                                                                               |     |    |          |
| 4      | Whether submission of Performance Security is acceptable?                                                                                                               |     |    |          |
| 5.     | Whether Quote is valid for <b>120 days</b> from the due date of tender or time specified in the tender document whichever is later?                                     |     |    |          |
| 6.     | Whether <b>payment terms</b> of the tender is complied with?                                                                                                            |     |    |          |
| 7.     | Whether price is <b>FOR/DAP</b> NIOT, Chennai Airport                                                                                                                   |     |    |          |
| 9.     | Whether the <b>authorization letter</b> exclusively for this tender, from the original manufacturer is enclosed?                                                        |     |    |          |
| 10     | Whether submission of <b>warranty</b> certificate in the prescribed format is acceptable?                                                                               |     |    |          |
| 11     | Whether the <b>delivery period</b> is acceptable as per tender?                                                                                                         |     |    |          |
| 12     | Whether list of deliverables attached and comply as per tender?                                                                                                         |     |    |          |
| 13     | Whether liquidated damage clause is acceptable in case of delayed supply?                                                                                               |     |    |          |
| 14     | 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? |     |    |          |
| 15     | Whether item-wise price is quoted as per price bid and quoted price is realistic?                                                                                       |     |    |          |
| 16     | Whether copy of duly signed (all pages) tender document NIT and Annexures (I to V) are uploaded along with the quotation.                                               |     |    |          |



### Section-III

#### Technical Specification For Conductivity Temperature Depth Sensor for open ocean measurements

| Sl.No                                         | Description                   | Specification                                                                                                                                                   |
|-----------------------------------------------|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Conductivity Temperature Depth Sensor:</b> |                               |                                                                                                                                                                 |
| <b>Temperature</b>                            |                               |                                                                                                                                                                 |
| 1                                             | Range                         | -5°C to 35°C                                                                                                                                                    |
| 2                                             | Accuracy                      | ±0.002 °C                                                                                                                                                       |
| 3                                             | Resolution                    | <0.0001 °C                                                                                                                                                      |
| <b>Conductivity</b>                           |                               |                                                                                                                                                                 |
| 4                                             | Range                         | 0 to 70 mS/cm                                                                                                                                                   |
| 5                                             | Accuracy                      | ±0.003 mS/cm                                                                                                                                                    |
| 6                                             | Resolution                    | <0.001 mS/cm                                                                                                                                                    |
| <b>Pressure (Depth)</b>                       |                               |                                                                                                                                                                 |
| 7                                             | Range                         | More than 900 dbar                                                                                                                                              |
| 8                                             | Accuracy                      | ±0.1 % full scale                                                                                                                                               |
| 9                                             | Resolution                    | <0.001 % full scale                                                                                                                                             |
| 10                                            | Sampling Period               | User programmable; 6 sec to 1 hour                                                                                                                              |
| <b>Data Logger (Inbuilt)</b>                  |                               |                                                                                                                                                                 |
| 11                                            | Power (Inbuilt Batteries)     | 9 – 15 V DC, battery endurance lasting a year or more depending on sampling scheme.                                                                             |
| 12                                            | Communications / connectivity | Serial port RS-232 / USB/Ethernet                                                                                                                               |
| 13                                            | Depth Rating                  | Approx 900 m                                                                                                                                                    |
| 14                                            | Memory Capability             | Total 2 lakh samples, with sampling every 3 min<br>Min 8 MB Flash Memory                                                                                        |
| 15                                            | Dimensions                    | Approx 500 mm by 80 mm                                                                                                                                          |
| 16                                            | Material                      | Housing - Titanium /any other pressure and corrosion withstanding material.                                                                                     |
| 17                                            | Calibration                   | Calibrated as per NIST traceable standards                                                                                                                      |
| 18                                            | Weight                        | Less than 1.5 Kg in air and 250g in water                                                                                                                       |
| 19                                            | Software                      | Windows Compatible software to view and present the output shall be supplied. Provision to export the data to MAT LAB for further analysis should be available. |
| 20                                            | Accessories                   | Suitable interface cables/O rings/dummy connectors if any                                                                                                       |

### Section-IV

## Technical Compliance Sheet For Conductivity Temperature Depth Sensor for open ocean measurements

| Sl.No                                         | Description                   | Specification                                                                                                                                                   | YES | NO |
|-----------------------------------------------|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| <b>Conductivity Temperature Depth Sensor:</b> |                               |                                                                                                                                                                 |     |    |
| <b>Temperature</b>                            |                               |                                                                                                                                                                 |     |    |
| 1                                             | Range                         | -5°C to 35°C                                                                                                                                                    |     |    |
| 2                                             | Accuracy                      | ±0.002 °C                                                                                                                                                       |     |    |
| 3                                             | Resolution                    | <0.0001 °C                                                                                                                                                      |     |    |
| <b>Conductivity</b>                           |                               |                                                                                                                                                                 |     |    |
| 4                                             | Range                         | 0 to 70 mS/cm                                                                                                                                                   |     |    |
| 5                                             | Accuracy                      | ±0.003 mS/cm                                                                                                                                                    |     |    |
| 6                                             | Resolution                    | <0.001 mS/cm                                                                                                                                                    |     |    |
| <b>Pressure (Depth)</b>                       |                               |                                                                                                                                                                 |     |    |
| 7                                             | Range                         | More than 900 dbar                                                                                                                                              |     |    |
| 8                                             | Accuracy                      | ±0.1 % full scale                                                                                                                                               |     |    |
| 9                                             | Resolution                    | <0.001 % full scale                                                                                                                                             |     |    |
| 10                                            | Sampling Period               | User programmable; 6sec to 1 hour                                                                                                                               |     |    |
| <b>Data Logger (Inbuilt)</b>                  |                               |                                                                                                                                                                 |     |    |
| 11                                            | Power (Inbuilt Batteries)     | 9 – 15 V DC, battery endurance lasting a year or more depending on sampling scheme.                                                                             |     |    |
| 12                                            | Communications / connectivity | Serial port RS-232 / USB/Ethernet                                                                                                                               |     |    |
| 13                                            | Depth Rating                  | Approx. 900 m                                                                                                                                                   |     |    |
| 14                                            | Memory Capability             | Total 2 lakh samples, with sampling every 3 min<br>Min 8 MB Flash Memory                                                                                        |     |    |
| 15                                            | Dimensions                    | Approx. 500 mm by 80 mm                                                                                                                                         |     |    |
| 16                                            | Material                      | Housing - Titanium /any other pressure and corrosion withstanding material.                                                                                     |     |    |
| 17                                            | Calibration                   | Calibrated as per NIST traceable standards                                                                                                                      |     |    |
| 18                                            | Weight                        | Less than 1.5 Kg in air and 250g in water                                                                                                                       |     |    |
| 19                                            | Software                      | Windows Compatible software to view and present the output shall be supplied. Provision to export the data to MAT LAB for further analysis should be available. |     |    |
| 20                                            | Accessories                   | Suitable interface cables/O rings/dummy connectors if any                                                                                                       |     |    |

### **Section-V PRICE BID FORMAT**

| <b>Sl. No</b> | <b>Description</b>                                                | <b>Qty</b> | <b>Rate per unit</b> | <b>Amt</b> |
|---------------|-------------------------------------------------------------------|------------|----------------------|------------|
| 1             | Conductivity Temperature Depth Sensor for Open Ocean Measurements | 4 nos      |                      |            |
| 2             | Packing & Forwarding charges                                      | Lumpsum    |                      |            |
| 3             | Freight and Insurance charges                                     | Lumpsum    |                      |            |
|               | Total Amount (DAP, NIOT Chennai)                                  |            |                      |            |

**Note:**

- 1.**The quoted value should be inclusive of all taxes and duties. All transportation shall be the supplier's scope.
- 2. Delivery:** The items should be delivered within **10-14 weeks** from the date of Purchase Order. The item should be delivered at NIOT, Chennai.
- 3. Warranty:** The product supplied should be free from manufacturing defects and a minimum period of one-year warranty from the date of receipt and acceptance at NIOT. Warranty Certificate as per NIOT format has to be submitted along with the Invoice. 5% of the item value will be released after successful completion of warranty obligations.

**Annexure -I**

Format for declaration by the Bidder for Code of Integrity & conflict of interest  
(On the Letter Head of the Bidder)

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

To,

\_\_\_\_\_

\_\_\_\_\_  
(Name & address of the Purchaser)

Sir,

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

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

- a
- b
- c

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

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

## ANNEXURE - II

### 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-III**

**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-IV**

### **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 - V**  
**Bid Securing Declaration Form**

Date:

E-Tender No:

E-Tender Title:

To,

NATIONAL INSTITUTE OF OCEAN TECHNOLOGY

VELACHERY TAMBARAM MAIN ROAD,

NARAYANAPURAM, CHENNAI 600 100

I/We. The undersigned, declare that:

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

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

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

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

Signed: (Insert signature of person whose name and capacity are shown)

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

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

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