



राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान
NATIONAL INSTITUTE OF
OCEAN TECHNOLOGY

संविदा आमंत्रण सूचना(नि.आ.सू.)
NOTICE INVITING TENDER (NIT)



फार्म संख्या:
Form No. NIOT/S&P/NIT

e-Tender Schedule

निविदा संख्या/ Tender No.	NIOT/S&P/MBT/27568/2022-23
कोजारी Issued To	Hiring of Boat for sampling/survey work at Andaman & Nicobar Islands (ACOSTI, Port Blair) for two years.
निविदाप्रणाली/Tender Mode	Open Tender Single Bid – Rate Contract
निविदाजारीहोनेकीतिथि Tender Issue date	02/05/2023
निविदा बंद होने की तिथि व समय Tender Closing Date and Time	On 01/06/2023 at 3.00 PM
निविदा खुलने की तिथि व समय Tender Opening Date and Time	On 01/06/2023 at 3.30 PM
EMD Amount in	INR 48,100/- (Rs. Forty Eight Thousand One Hundred Only) in the form of Demand Draft (DD) drawn in favour of 'NIOT-OTHER RECEIPTS ACCOUNT' or in form of Bank Guarantee
बोली का प्रकार एवं निविदा प्रस्तुतिकरण Bidding Type & Tender submission	Single Part Tender comprising of Technical Bid and Price Bid should be submitted electronically through e-Tender Portal www.eprocure.gov.in/eprocure/app
निविदा प्रलेख उपलब्धता स्थान Tender Documents available place	Tender documents can be freely downloaded from www.eprocure.gov.in/eprocure/app and our website https://www.niot.res.in/index.php/vendor/login till closing date and time of the Tender.
ई-निविदा के लिये सहायता मैनुअल/Help manual for e-tender	Bidders may download the help documents and Bidders manual kit from www.eprocure.gov.in/eprocure/app For any technical queries related to operation of the Central Procurement Portal please mail to support-eproc@nic.in Helpdesk numbers are: Mobile Numbers- 91 8826246593 Tel: The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005. For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.
अपने प्रश्न ई मेल आईडी पर भेजें Send your queries to the email IDs	निविदा के अंतिम चरण तक/Upto Tender finalisations support-eproc@nic.in / cphp-nic@nic.in tendergroup@niot.res.in / gopalakrishnaa.niot@gov.in / kharid@niot.res.in / gubaran.niot@gov.in

राष्ट्रीय समुद्र प्रौद्योगिकी संस्थान **NATIONAL INSTITUTE OF OCEAN TECHNOLOGY**
वेलचैरी ताम्बरम मेन रोड **VELACHERY TAMBARAM MAIN ROAD**
नारायण पुरम, चेन्नै **600 100 NARAYANPURAM, CHENNAI 600 100**
रा.स.प्रौ.सं. वेबसाइट/NIOT Website : <https://www.niot.res.in/index.php/vendor/login>

Bidders may download the help documents and Bidders manual kit and FAQ from 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 cphp-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

c) For any policy related matter / clarifications pl contact cphp-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.

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INTRODUCTION

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

Notice Inviting Tender Document

E-tenders are invited on behalf of the National institute of ocean Technology for ACOSTI, **Hiring of Boat for sampling/survey work at Andaman & Nicobar Islands (ACOSTI, Port Blair) for two years** as per the specification enclosed.

1. Submission of bids: Bidders are advised to submit their quotation in single part containing Technical, Commercial and price bid together should be submitted electronically through e-Tender Portal www.eprocure.gov.in/eprocure/app

2. This NIT: shall form part of the Order / Contract document.

3. Terms and conditions indicated in the NIT: shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) indicated.

INSTRUCTION TO BIDDERS:

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

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

6. Vendor Registration: The vendor can apply for Password by submitting few of their company particulars (one time) in to NIOT vendor registration menu of our website and get the password through email to download the tender document from NIOT website for free of cost. However to become a registered vendor of NIOT, vendor should furnish the signed hardcopy of all the details submitted on line and get the Vendor Registration Certificate of NIOT after the appropriate evaluation by NIOT.

7. Tender Opening: All the tenderers can participate in the tender opening with proper authorization letter from the respective Company.

8. Pre-Qualification.

Commercial: If vendor should submitted as follow as

a) Submission of GST Registration Certificates as applicable.

b) **Submission of EMD of Rs. 1,20,250/-.**

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

10. Hiring of Boats shall not be provided without an Official order.

11. Order Acceptance: The successful bidder should submit order acceptance within 7 days from the date of order.

12. Signing of Contract: For order value more than 25 lakhs initially a Letter of Intent will be sent from NIOT. Within one week, the contractor should submit his acceptance to the LOI, the deliverables as sought in the LOI and power of attorney for the official who will be authorized to sign the contract with NIOT. Upon receipt of these a contract to be signed between NIOT and the successful bidder. The model contract document is attached with this NIT.

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

14. 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, more than one bid will result in rejection of all the bids.

BIDDING CONDITION

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

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

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

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

19. Bid Validity: Bids shall remain valid and open for acceptance for a minimum period of 90 days or for the period indicated in the SCC of this NIT whichever is more from the date of opening of Unpriced Techno-commercial Bids. A Bid valid for shorter period may considered as unacceptable and liable for rejection.

20. Bid validity extension: In exceptional circumstances, prior to expiry of the original Bid validity period, NIOT may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required nor permitted to modify his bid, and will be required to extend the validity of his Bid Security correspondingly. When bid validity is extended EMD BG also deemed to have been extended automatically.

21. Conditional offers / quotations shall not be accepted.

22. Signing of bids: Each page of the tender and tender document shall be signed by the bidder. Unsigned bid is liable for rejection.

23. Site Visit: If any site visit is made, it should be formally documented and enclosed with the offer.

24. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Contractor does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

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 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/ work 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. Guaranteed time of delivery – specific performance of contract: The Hiring of Vehicles for the required time is excuted of the contract and delay shall attract suitable penalty if it exceed 60 minute.

33. Extension of delivery period: If the completion of systems / components is delayed for reasons of force majeure such as acts of God. Acts of Public enemy, acts of Government, fires, floods, epidemics, quarantine restrictions, illegal strikes and freight embargoes, the Contractor shall within 3 days from the date of such occurrence, give notice to NIOT in writing of his claim for extension of delivery period. NIOT on receipt of such notice may agree to extend the Contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract. Unless the extended delivery period is agreed by NIOT in writing,

contractor cannot claim the extension of delivery time as a matter of right. NIOT shall have the right to either cancel/extend the order validity/ levy LD LC as appropriate.

34. Delay in Completion / Liquidated Damage (LD): If the Contractor fails to provide the hired of vehicle within the required time intimated, NIOT shall recover from the Contractor as liquidated damages a sum of **0.5%** (½ percent) of the basis value of hired vehicle.

35. Service contract Insurance:

Contractor shall take out and keep in force adequate insurance to cover all risks. (a) In respect of their personnel deputed to the hiring vehicles under the Contract. (b) In respect of their own as well as hired equipment (to the extent of their insurance interest) NIOT shall have no liability whatsoever in this regard. Such insurance policies of the Contractor shall embody the following clauses

“The Insurers hereby waive their rights of subrogation against National Institute of Ocean Technology, or any of their employees or their subsidiaries, affiliates or assigns.”

36. Risk Purchase: If the contractor fails to provide vehicle within the period intimation, NIOT is entitled to hiring from third parties at the risk and cost of the defaulting contractor.

37. Payment: NO ADVANCE PAYMENT WILL BE MADE. As per standard terms, Payment will be made within 30 days from the date receipt of bill/acceptance of goods along with the required documents.

38. 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.

39. Price:

The price shall include but not limited to

- a) Costs of services covered in this contract.
- b) Taxes

40. Taxes and Duties:

I Payable only for the Indian bidder:

GST Registration: Bidder shall submit a copy of GST Registration certificate along with the quotation.

II Deductibles:

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

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

1. By Demand Draft/Banker's Cheque drawn in favour of "Director, NIOT, payable at Chennai (or)
2. Bank Guarantee as per prescribed format issued by a nationalized bank and valid for 60 days beyond the scheduled delivery / completion period as per purchase order / contract.

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

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

The Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or reenactment thereof and the rules made 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.

43. SUBMISSION OF TECHNICAL DOCUMENT

Specifications are basic essence of the product. It must be ensured that the offers are strictly as per our specifications. At the same time it must also be kept in mind that merely copying our specifications in their

quotation shall not make firms eligible for consideration. The documentary evidence of conformity of the goods and services to the Bid document may be in the form of literature, drawings and data and shall consist of:

- a. A list giving full particulars including available sources and current prices, of spare parts, special tools etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by NIOT; and
- b. An item-by-item commentary on NIOT's Technical specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical specifications.
- c. For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, and reference to brand names or catalogue numbers designated by NIOT in its Technical specifications are intended to be descriptive only and not restrictive. They may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to NIOT's satisfaction that the substitutions ensure substantial equivalence to those designated in the technical specifications. Technically unsuitable offers, offers not confirming to tender schedule shall be rejected.

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

Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) duly signed by the authorized official should be sent along with the quotations, wherever applicable. Samples if called for, should be submitted free of charges, and collected back at the Contractor's expenses. To explain the product offered, if there is no Technical Literature / catalogue, offer is liable for rejection. Offer must contain all relevant technical details, test procedure etc. Any erasures / over writing shall be counter signed by the person who is signing the bid. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid sign them.

44. Disclosing basic cost: In case of import only the basic cost should be indicated in BOQ and the CD@5.5% to be qualified. No IGST shall be paid. The exemption certificate U/N 51/96 only be issued.

Documents Establishing Bidder's Eligibility and qualifications

45. Eligibility: The bidder shall furnish, as a part of his bid, documents establishing the bidders' eligibility to bid and his qualification to perform the contract if his bid is accepted. The bidder must possess GST No., PAN No. to claim the statutory levies.

Commercial Terms Compliance sheet

Sl. No	Particulars	Yes	No	offer Page Ref
1.	Whether you have applied and obtained password to download the tender document?			
2.	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated)			
3.	Whether accepted to submit the order acceptance within 7 days from the date of order?			
4.	Whether EMD for Rs. 48,100/- is enclosed?			
5.	Whether submission of Performance Security is acceptable?			
6.	Whether Quote is valid for 90 days from the due date of tender or time specified in the tender document whichever is later?			
7.	Whether payment terms of the tender is complied with?			
8.	Whether price is submitted for rate contract for 2 years			
9.	Whether submission of Performance Bank Guarantee is acceptable?			
10.	Whether Past track record of quality and service is enclosed?			
11.	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?			
12.	Whether item-wise price is quoted as per price bid and quoted price is realistic?			
13.	Whether a copy of your GST Registration certificates and PAN details are attached (Mandatory qualifying condition)			
14.	Whether every page of the tender document is signed for acceptance of tender and enclosed along with the offer?			
15.	Whether third party Insurance was taken			
16.	Whether accident or injury to workman insurance was taken			
17.	Whether Income Tax Returns for the last 2 years is attached along with PAN No., ST Regn. No.(Copy to be attached)			
18.	The boat agency / owner should be located at Port Blair and should in position to provide boat within 30 minutes.			
19.	Whether the boat agency/owner has minimum 02 boats and 1 Dinghy registered in their name or in the name of the proprietor of the agency.			
20.	Whether the boat should not more than 6 years old with passenger / research vessel permit.			
21.	Whether the boat have valid A&N Islands permit to ply as Passenger / research vessel and copy attached.			
22.	Whether the boat have valid Registration Certificate & Insurance Cover for vessel and crew and P&I (protection and Indemnity) if applicable and copy enclosed.			
23.	Whether boat agency shall be in the field of hiring boats to Govt. departments/Corporate clients for a minimum period of 2 year and copy of orders should be attached as documentary evidence towards the same.			

PRICE BID FORMAT

S. No.	Description	Quantity	Unit	Price for First Year (Rs.)	Price for Second Year (Rs.)
1. BOAT HIRING CHARGES INSIDE PORT BLAIR BAY and SOUTH ANDAMAN					
1.1	Mechanized Boat Trawler hiring charges for minimum 12 hrs per day	1	Per Day		
1.2	Rate per hour payable beyond 12 hrs and payable for actual period of Utilisation for Mechanized Boat Trawler	1	Per Hour		
1.3	Motorized Boat Dinghy hiring charges for minimum 12 hrs per day	1	Per Day		
1.4	Rate per hour payable beyond 12 hrs and payable for actual period of Utilisation for Motorized Boat Dinghy	1	Per Hour		
2. BOAT HIRING CHARGES IN SOUTH / LITTLE ANDAMAN ISLANDS					
2.1	Charges towards Mobilization of vessel Mechanized Boat Trawler (Other than Port Blair)	1	Lumpsum		
2.2	Charges towards Demobilization of vessel Mechanized Boat Trawler (Other than Port Blair)	1	Lumpsum		
2.3	Mechanized Boat Trawler hiring charges for minimum 12 hrs per day	1	Per Day		
2.4	Rate per hour payable beyond 12 hrs and payable for actual period of Utilisation for Mechanized Boat Trawler	1	Per Hour		
2.5	Motorized Boat Dinghy hiring charges for minimum 12 hrs per day	1	Per Day		
2.6	Rate per hour payable beyond 12 hrs and payable for actual period of Utilisation for Motorized Boat Dinghy	1	Per Hour		
3. BOAT HIRING CHARGES IN MIDDLE AND NORTH ANDAMAN ISLANDS					
3.1	Charges towards Mobilization of vessel Mechanized Boat Trawler (Other than Port Blair)	1	Lumpsum		
3.2	Charges towards Demobilization of vessel Mechanized Boat Trawler (Other than Port Blair)	1	Lumpsum		
3.3	Mechanized Boat Trawler hiring charges for minimum 12 hrs per day	1	Per Day		
3.4	Rate per hour payable beyond 12 hrs and payable for actual period of Utilisation for Mechanized Boat Trawler	1	Per Hour		
3.5	Motorized Boat Dinghy hiring charges for minimum 12 hrs per day	1	Per Day		
3.6	Rate per hour payable beyond 12 hrs and payable for actual period of Utilisation for Motorized Boat Dinghy	1	Per Hour		

4. BOAT HIRING CHARGES IN NICOBAR ISLANDS					
4.1	Charges towards Mobilization of vessel Mechanized Boat Trawler (Other than Port Blair)	1	Lumpsum		
4.2	Charges towards Demobilization of vessel Mechanized Boat Trawler (Other than Port Blair)	1	Lumpsum		
4.3	Mechanized Boat Trawler hiring charges for minimum 12 hrs per day	1	Per Day		
4.4	Rate per hour payable beyond 12 hrs and payable for actual period of Utilisation for Mechanized Boat Trawler	1	Per Hour		
4.5	Motorized Boat Dinghy hiring charges for minimum 12 hrs per day	1	Per Day		
4.6	Rate per hour payable beyond 12 hrs and payable for actual period of Utilisation for Motorized Boat Dinghy	1	Per Hour		
5.	Any other charges, (Details to be indicated.)		Lumpsum		
6.	GST as applicable		%		
				Sub total	
				Total Amount	
(Amount in words. _____)					

Note:

For Service

GST @% as applicable.

NIOT has enrolled under GST in the category "Tax Deductor". The bidders are requested to update their database regarding NIOT's Registration under GST-Tax Deductor. (See clause No.51 II (c))

TDS @ 2% on the order value towards GST will be deducted on payments made to the supplier in respect of goods and/or services, supplied/provided if the value exceeds Rs. 2.5 lakhs.

1. The copy of the GST registration certificate to be attached.
2. The duly filled technical and commercial compliance sheets should be submitted along with quotation/offer.

We agree to all applicable terms and conditions listed in the tender document.

Signature with Seal

Technical Specification of Hiring of Boat for sampling/survey work at Andaman & Nicobar Islands (ACOSTI, Port Blair) for two years

Compliance sheet for technical specification of vessels required

S. No.	Description	Mechanized boat (Trawler)	
		Yes	No
1	Whether Length of vessel (LOA) is be between 41 ft to 52 ft		
2	Whether having Engine in good working condition		
3	Whether equipped with Life saving appliances		
4	Whether equipped with Fire fighting appliances		
5	Whether equipped with Light sound and signal equipments		
6	Whether equipped with Navigational and communication equipments (like GPS, etc)		
7	Whether equipped with shallow water ecosounder / fish finder, RF radio		
8	Whether Maintenance record book maintained		
9	Whether bidder is owner of the boat or having MOU with the boat owner		

S. No.	Description	Motorized boat (Dinghy)	
		Yes	No
1	Whether Length of vessel (LOA) is be between 21 ft to 31 ft		
2	Whether having twin Engine in good working condition		
3	Whether equipped with Life saving appliances		
4	Whether equipped with Light sound and signal equipments		
5	Whether Maintenance record book maintained		
6	Whether bidder is owner of the boat or having MOU with the boat owner		

- NIOT would like to have rate contract for minimum period of two years depending on the performance, hence the price should be valid for 2 years.
- The TDS will be deducted as per Government of India Income Tax rules.
- The service tax will be reimbursed against submission of documentary evidence towards remittance of ST.
- Mobilization and demobilization charges will be paid only if Trawler or Dinghy arranged from Port Blair to project site. Mobilization and demobilization charges will not be paid if Trawler or Dinghy arranged locally at project site.

Cost of fuel as on (..... specify the date) Petrol Rs. _____per/litre
Diesel Rs. _____per/litre

Boat Agency / owners interested to provide boats may submit their offers in single cover:-

Documents to be submitted:

Boat Agency / owners profile containing list of major present and past clients, number of boats owned by the agency/owner with make, model along with a copy of registration details and Insurance details. Regn No. of the agency/owner for operating passenger boat / research vessel, copy of Service Tax registration certificate and the copy of the Income Tax Certificate of the company along with EMD & price bid. The Price bid (should be submitted as per the Price bid format) should contain their minimum rates at which they will be able to provide the passenger boat / research vessel (Dinghy and Trawler separately).

I. Pre qualification (PQ) Criteria:

- i) Boat agency / owner should have at least immediate past two (2) year experience in similar job for supplying boats to Govt. departments / Public Sector undertaking or reputed corporate / companies. Contractor should provide testimonial from senior officers of the organization to whom they currently serve as a proof of the same also with copy of the Work order / Purchase order.
- ii) Boat agency / owner should be located at Port Blair or should be in position to provide boat within twenty four (24) hours notice.
- iii) The Boat agency / owner should have minimum 02 (two nos) trawler boat/mechanised boats and 01 (one) Dinghy (small boat/ motorized boat) registered in thier name of organisation or in the name of the proprietor of the agency before the date of publication of Tender. (Details of ownership / lease to be enclosed as evidence).
- iv) The boat should have valid permit (A&N Islands) to ply as fishing/survey/research purpose vessel. (Copy to be enclosed).
- v) The boat should have valid Registration Certificate & Insurance cover for vessel and crew as per statutory requirement. P&I (protection and indemnity) if applicable.
- vi) Income Tax Returns for the last 2 years shall also be submitted along with PAN No., ST Regn. No.
- vii) **Size of boat:** Mechanized boat (Trawler) length overall - 41 ft to 52 ft and Motorized boat (Dinghy) length overall – 21 ft to 31 ft.
- viii) If required inspection will be done for the qualified boat vendors.

II . Scope of Work:

- a) Day rate payable should be kept valid for a minimum duration of 12hrs. Hourly rate is payable for actual utilization, beyond 12 hrs operation only. Log sheet should be maintained for admitting such claims. Based on actual utilization and certification by NIOT authorized officials claim will be processed.
- b) The boat as and when needed as per the time/place and type of boat required round the clock preferably within 24 hrs from the time of booking. Any delay beyond the time limit of 24 hrs (twenty four hours) from the time of booking of boat for non-positioning the boat, a penalty of Rs. 500/- per boat will be levied. If the above done by 5 times may result in cancellation of the contract without any notice and may result to forfeiture of performance security.
- c) Boat operator / masters should posses mobile and valid license while operation of boat and should possess all valid statutory certificates (Fishing Boat service, etc) and certified crew during services.
- d) The boat provided should not be beyond six (6) years old as on the date of hiring by the department. Providing of old boats prior to the one quoted as part of the tender may attract penalty at Rs.500/- per day.
- e) The price should be valid for minimum 2 years from the date of this contract.

- f) In case any penalty is imposed by the Marine Police / Port authorities while running for Department purpose due to negligence of boat operator / master or any other reason, the ACOSTI, NIOT will not be responsible for such incidences.
- g) In case of breakdowns/accidents or repairs to the hired boat, the tenderer will arrange another boat immediately at his own expense. A penalty of 25% of the amount pay able to the particular trip will be levied if the contractor fails to arrange alternative boat.
- h) All the boat engaged for ACOSTI, NIOT should bear board titled "ACOSTI, NIOT-on duty".
- i) The rate quoted for the above should include the cost of fuel, lubricant, maintenance of the boat, wages and boarding expenses of the crew member, and their daily allowance, Inter Island / Union territory permit, entry pass if any etc.,
- j) **The contractor shall ensure a total of 4-5 crew member for trawler and 2 crew member for dinghy and proper conduct of his crew members during services, and enforce prohibition of consumption of alcoholic drinks, smoking etc.,** If the crew member found consuming alcohol / smoking during the service, the contractor is responsible for it and suitable action or penalty of Rs.500/- for each such occasions will be levied on the contractor.
- k) In case the successful tenderer fails to provide boat at the required time to the controlling officer on more than FIVE (5) occasions, or misbehavior of the crew member of the boat/contractor is noticed, the ACOSTI, NIOT will terminate the contract and to forfeit the security deposit of the contractor without giving any notice
- l) The boat shall be suitable for open sea survey works.
- m) A mobile phone is required to keep in contact with land station. The Mechanized boat should be fitted with shallow water ecosounder/fish finder, RF radio, life saving appliances (LSA), fire fighting appliances (FFA), light, sound & signal equipments (LSS) and GPS communication system.
- n) The boat should be supplied as and when required by ACOSTI, NIOT scientist as per the requirement. The number/ type of boat / type required will be intimated by our NIOT scientists. Contractor should be ready to make the boat with crew available as per the NIOT requirement. The crew members are expected to provide all necessary helps and assistance as required for the operation / maintenance, as well as survey in the sea.
- o) The duration of the work and number of boats required will be decided by the ACOSTI, NIOT official and upon intimation to the contractor.
- p) Port dues / Fees if any, to be borne by the contractor.
- q) The contractor shall be responsible for the safety and security of the boats / trawlers and their equipments and as well as ACOSTI, NIOT's equipments on board.
- r) Each boat / Dinghy must have all life saving equipments for scientists and crew members as per statutory requirements. First Aid box should be provided. The boat should have required number of lifejackets (in good condition) for all the staff and crew members.
- s) The boat should be in good working condition to withstand sea condition and should have proper and enough storage space for fuel, water and other facilities to stay longer duration (i.e) (minimum endurance by fuel and water for 24 hrs) off-shore. If any intermediate supply of any (fuel, oil, etc.,) needed the contractor should arrange without extra charge to ACOSTI, NIOT.

- t) Work area: Water depth maximum 750 m and shore distance max 12 nm.
- u) Mobilization and demobilization charges will be paid only if Trawler or Dinghy arranged from Port Blair to project site. Mobilization and demobilization charges will not be paid if Trawler or Dinghy arranged locally at project site.

GENERAL TERMS AND CONDITIONS

1. It must be ensured that the quotations are strictly as per our scope of work defined in tender document. The documentary evidence of conformity of the goods and services to the Bid document may be in the form of literature, drawings and data and shall consist of:
2. **Taxes:**
 - a) The rate of Taxes applicable if any for A&N Islands and the percentage of such other taxes legally liable and intended to be claimed should be distinctly mentioned along with the price quoted. Where this is not done, no subsequent claim on this account will be admitted at any stage and on any ground whatsoever.
 - b) Deduction of Indian Income Tax Deduction at Source: Without Permanent Account Number (PAN), tax deduction at source will be @1%+Edu.cess and with PAN, tax deduct at source will be @20%+Edu.cess as per IT Act. However, the applicable taxes at the time of actual utilization of service, etc. will be deducted.
 - c) The rate of GST to be clearly indicated.
3. **Earnest Money Deposit:** EMD shall be returned / discharged to unsuccessful bidders within 30 days after the expiration of the period of bid validity or placement of order whichever is later.
4. **EMD may be forfeited:**
 - a) If any 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, if the bidder fails to furnish order acceptance within 15 days of the order and or fails to furnish performance security. EMD for a successful contractor shall be refunded on receipt of 5% security deposit.
5. **Performance Security:**

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

 1. By Demand Draft/Banker's Cheque drawn in favour of "Director, NIOT", payable at Chennai (or)
 2. Bank Guarantee as per prescribed format issued by any commercial bank and valid for 60 days beyond the scheduled delivery / completion period as per purchase order / contract.

Performance security shall be forfeited in the event of breach of contract by the contractor in terms of the contract. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the order.
6. If the contractor is not successfully discharging their contractual obligations against the order/contract placed on them by NIOT within the agreed time limit, (OR) if there is any deficiency in performing such obligations, NIOT reserves the right to suspend such Vendor from their participation in future tenders of NIOT for a minimum period of one year. Even after revoking the suspension period the Vendor's performance still continues to be the same without any improvement, NIOT reserves its right to BAR such Vendor permanently from participation in all the tenders of NIOT.
7. **Contract Period:** The contract will be initially awarded for a period of one year on trial basis and based on performance & requirement the contract can be extended for further period of one year. If the performance not found to be satisfactory the order will be terminated at any time with one month notice by NIOT.

- 8. Price:** The prices should be quoted exclusive of service tax as per the Price bid. TDS will be deducted as per the Govt. of India Income Tax rules.
- 9. Payment:** NO ADVANCE PAYMENT WILL BE MADE. Invoice to be consolidated as on 1st and 15th of every month & to be submitted along with duly filled and signed NIOT Log-sheet with the documentary evidences for reimbursement. Agency should not undertake any direct booking from any official other than the authorized officials of ACOSTI,, NIOT. TDS will be deducted as per IT Act. PAN No has to be provided. Service tax will be reimbursed at actual based on documentary evidence at prevailing rates for such services. Any default on timely remittance of all above statutory levies and all consequent penalties shall be the responsibility of the contractor and NIOT will not be responsible for the same.
- 10. Each page of the tender and tender document should be signed by the bidder. Unsigned bid will be summarily rejected.**
- 11. Liquidated Damage & Penalty:** For any deficiency in service, LD will be levied at 1% of your service charges for everyday occurrence and upto a maximum of 10% per month.
- 12. Accident or injury to workmen:** ACOSTI,, NIOT shall not be liable for any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall indemnify and keep ACOSTI,, NIOT indemnified against all such claims / damages and proceedings, costs, charges and expenses whatsoever in respect thereof of in relation thereto within the contract price. The necessary insurances for workmen compensation shall be taken before the commencement of work by the contractor and produced to ACOSTI, NIOT on demand. All premiums for all risk insurance shall be within the contract price and no reimbursement will be given separately.
- 13. Third Party Insurance:** The contractor should insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the employer or to his worker or to any person, including any employee of the employer or the contractor by or arising out of the execution of the works or carrying out of the contract. The contractor shall, whenever required has to produce to ACOSTI, NIOT, the policy or policies of insurance and the receipt for payment of the contract premium.
14. NIOT will not entertain any unsolicited correspondence or queries on the status of offer against this tender.
15. 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.**
16. Bid or modification to bids received after closing date and time shall not be considered. Such modified bid together with original bid will be summarily rejected. Modification to the bid after opening the bid will not be considered unless specifically requested for by NIOT.
17. Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid, may disqualify the said bidder. NIOT's decision in this regard shall be final and binding on the bidders.
18. Bidder should indicate the date and time of quote with their full postal and telephone / email address along with contact person details.
19. Any effort of the bidder to influence the officials in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.
20. Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids
21. NIOT shall place the contract/ work order either consolidated or separately for each of the title.

22. If any vendor who after placement of order/contract is not successful in completing the requirement as per the agreed terms, such Vendors shall be blacklisted and their participation in future tenders shall be banned.
23. All general terms and conditions as published in our web site shall form part of this tender.
24. The institute reserves the right to summarily accept/reject any quotation without any notice and reasons therefore which may deem fit for acceptance/rejection.
25. Terms and conditions indicated in the annexure shall supersedes the terms and conditions mentioned in NIT wherever difference arise.

TECHNICAL INFORMATION / COMPANY PROFILE

Name of Work: **Hiring of Boat for sampling/survey work at Andaman & Nicobar Islands (ACOSTI, Port Blair) for two years -744103.**

Name & Address of the Company/agency with Tele No:

Company's profile:

1.	Type of ownership	1. Proprietor 2. Partnership 3. Registered firm 4. Unregistered firm 5. Body corporate
2	Date of Registration of the Company with Registration No.	
3	No. of boats owned in the name of the boat agency/proprietor with Make, Model & Type	1 2 3 4 5 6 7 8 9 10
4	No. of years experience in the business	
5	List of clients (Past & Present) Enclose details with Address & contact tele Nos.	YES/NO
6	Details of latest Income Tax return (Copy to be enclosed)	YES/NO
7	Service Tax Registration (Copy to be enclosed)	YES/NO
8	Copy of RC & Insurance details (To be enclosed)	YES/NO
9	Contact Person Name	
10	Contact Number (Mobile/Landline), If any information	

*If required, separate sheets may be used to provide the details completely wherever necessary.

We agree to all terms and conditions as per tender document.

Date:

Signature of the Proprietor with Company Seal

Place:

Stamp